



AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor

Marcus Bush, Vice-Mayor – District 4

Luz Molina, Councilmember- District 1

Jose Rodriguez, Councilmember -District 2

Ditas Yamane, Councilmember – District 3

Benjamin A. Martinez, City Manager

Barry J. Schultz, City Attorney

Shelley Chapel, MMC, City Clerk

*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 1 hour 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.



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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 1 hora antes de la Reunión del Concejo 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, January 21, 2025, 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 Introduction of New City Employees 6

6.2 Employee of the Quarter - Daniel McGuire, Fire Engineer 7

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

7.1 Board of Library Trustees Annual Report to City Council

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 Approval of City Council Meeting Minutes. 10
- Recommendation:
Approve and File.
- 9.3 Second Amendment to the Agreement with Atlas Technical Consultants, LLC for On-Call consulting services for the City's Capital Improvement Program (CIP) 38
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a Second Amendment to the Agreement with Atlas Technical Consultants, LLC to Extend the Agreement by One Year to August 31, 2025."
- 9.4 Agreement Amendment with Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District. 43
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of National City, California, Amending the Agreement between the City of National City and Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District by Increasing the Not-to-Exceed Amount by \$25,000 for a New Not-to-Exceed Total Amount of \$100,000."
- 9.5 Agreement with KMA for a Full Cycle RFQ/P Process for City-Owned Parcels to Create For-Sale Homeownership Opportunities. 48
- Recommendation:
Adopt the Resolution Entitled, "Resolution of the Board of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City, California, 1) Authorizing the Executive Director to Execute an Agreement in a Not-to-Exceed Amount of \$89,000 with Keyser Marston Associates, Inc. to Draft, Solicit, and Evaluate a Request for Proposals/Qualifications for City-Owned Properties to Create For-Sale Homeownership Opportunities and 2) Authorizing the Establishment of Appropriations in the Amount of \$89,000 in the Low and Moderate Income Housing Asset Fund."

- 9.6 Agreement with SuperC AI Inc. to Provide a Cloud-Based Software Program to Streamline the Management and Operation of Community Events and Activities. 70
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with SuperC AI Inc. to Provide Cloud-Based Software and Services for a Community Calendar, in a Not-to-Exceed Amount of \$23,600."
- 9.7 Agreement with Terra Realty Advisors to Provide Advice and Represent the City, in Connection with Various Real Estate Needs Including Outdoor Advertising Billboard Sign(s). 78
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with Terra Realty Advisors to Provide Advice and Represent the City in Connection with Various Real Estate Needs Including Outdoor Advertising Billboard Sign(s)."
- 9.8 Awarding a Contract to Cosco Fire Protection, Inc. dba Cosco Fire Protection for the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16. 95
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California 1) Awarding a Contract to Cosco Fire Protection, Inc. in the Not-To-Exceed Amount of \$252,500 for the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16; 2) Authorizing a 15% Contingency in the Amount of \$37,875 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."
- 9.9 Awarding a Contract to Rove Engineering Inc. for the Valley Road Storm Drain Replacement Project, CIP No. 24-21. 116
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Rove Engineering Inc., in the Not-to-Exceed Amount of \$283,333.82 for the Valley Road Storm Drain Replacement Project, CIP No. 24-21; 2) Authorizing a 15% Contingency in the Amount of \$42,500 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of \$325,833.82 in the Storm Response Contracted Services Account."

9.10	Consent for an Operating Agreement between the San Diego Housing Commission and the South Bay Lighthouse Shelter Funding 37 Beds.	131
	Recommendation: Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Consenting to the Execution of an Operating Agreement, Pursuant to Government Health and Safety Code Section 34208, Between the San Diego Housing Commission and San Diego Rescue Mission to Operate 37 Beds at the South County Lighthouse Shelter Located in National City at 2400 Euclid Avenue Through June 30, 2025 with Four One-Year Options to Renew."	
9.11	Warrant Register #19 for the Period of 11/01/24 through 11/7/24 in the Amount of \$2,645,672.24	181
	Recommendation: Ratify Warrants Totaling \$2,645,672.24	
9.12	Warrant Register #20 for the Period of 11/08/24 through 11/14/24 in the Amount of \$1,034,420.82	192
	Recommendation: Ratify Warrants Totaling \$1,034,420.82	
9.13	Warrant Register #21 for the Period of 11/15/24 through 11/21/24 in the Amount of \$4,221,128.12	199
	Recommendation: Ratify Warrants Totaling \$4,221,128.12	
9.14	Warrant Register #22 for the Period of 11/22/24 through 11/28/24 in the Amount of \$2,964,638.37	206
	Recommendation: Ratify Warrants Totaling \$2,964,638.37	
9.15	Warrant Register #23 for the Period of 11/29/24 through 12/05/24 in the Amount of \$4,249,500.47	213
	Recommendation: Ratify Warrants Totaling \$4,249,500.47	

10. STAFF REPORTS

- 10.1 Compensation of Mayor and City Council. 220

Recommendation:

Discuss and provide direction to staff.

- 10.2 Establish an Investment Account with Neighborhood National Bank 224

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Investment of \$2,000,000 with Neighborhood National Bank."

11. CITY MANAGER'S REPORT

12. ELECTED OFFICIALS REPORT

- 12.1 POLICY 105 REQUEST - Urban Forest Management Plan - Requested by Councilmember Rodriguez 248

Presentation from the Public Works Department on updates pertaining to the National City Urban Forest Management Plan, with the highlight of where the City is in reaching the outlined goals and expectations.

- 12.2 POLICY 105 REQUEST - Amending Title 9 of NCMC regarding Tobacco Retailer License - Requested by Councilmember Rodriguez 249

An Ordinance amending Title 9 of the National City Municipal Code by amending Chapter 9.38 pertaining to a Tobacco Retailer License and restricting the sale, display, and promotion of tobacco to youth.

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, February 4, 2025 - 6:00 p.m. - Council Chambers - National City, California.

New Hires



CHRISTOPHER
CUELLAR

POLICE
RECRUIT



DAVID
GUTIERREZ

POLICE
RECRUIT



IVAN MARTINEZ
CUEVAS

POLICE
OFFICER



TRAVIS KARLEN

COMMUNITY
SERVICES
DIRECTOR



ANA BAHENA

ACADEMIC
ENRICHMENT
PROGRAM
COORDINATOR

Promotions



JOSIE FLORES -
CLARK

MANAGEMENT
ANALYST III



ZAIDE JURADO

RECREATION
SUPERVISOR



JASON TAYLOR

POLICE
SERGEANT



VANESSA CASTRO

TRAFFIC
OFFICE
COORDINATOR



HAHN HUYNH

CRIME
SCENE
SPECIALIST



RUBEN LOPEZ

POLICE
SERGEANT



VINCENT SHAFER

POLICE
CORPORAL



FREDDY TEC -
DURAZO

POLICE
CORPORAL



ANTHONY
SABALA

POLICE
SERGEANT



DANIEL LONG

POLICE
CORPORAL



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

DATE: December 18, 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 4th Quarter of calendar year 2024 is:

Daniel McGuire – Fire Engineer

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, January 21, 2025, to be recognized for his achievement and service.

Attachment

cc: Chief Sergio Mora
Scott Robinson, Battalion Chief
Kevin Hamel, Fire Captain
Shelley Chapel, City Clerk
Mayor's Executive Assistant
Human Resources – Office File

RECEIVED

DEC 18 2024

CITY OF NATIONAL CITY
HUMAN RESOURCES DEPARTMENT



**Performance Recognition Award
Nomination Form**

I nominate *Daniel McGuire* for the Performance Recognition Award for the following reasons:

Dan McGuire has been a Firefighter with National City Fire Department for nine years. He promoted to the rank of Engineer two years ago . In his role, he has built a reputation for leadership, professionalism, and a strong commitment to both his team and the community.

Dan was the lead instructor for the in house 12 week Fire Academy in 2023 where he provided expert training and guidance to new recruits, ensuring they were equipped with the skills necessary to excel in the field. He is also an active member of the apparatus committee, where he recently developed an innovative, streamlined system for documenting and addressing mechanical issues with fire apparatus. This system improves efficiency and enhances the department's readiness, ensuring that critical equipment is always in top condition. Dan also serves as the union treasurer, representing and advocating for the needs of his fellow firefighters.

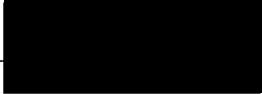
Dan's combination of practical experience and forward-thinking solutions makes him a valuable asset to his department and community. Congratulations Dan.

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: KEVIN HANDEL

Signature:  Date: 12/18/24



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, January 21, 2025
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:**

Special City Council Meeting of December 3, 2024 – Closed Session
Regular City Council Meeting of December 3, 2024
Special City Council Meeting of December 10, 2024 – Closed Session
Special City Council Meeting of December 10, 2024 – Certifying the Election

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Special City Council Meeting of December 3, 2024 – Meeting Minutes
Exhibit B - Regular City Council Meeting of December 3, 2024 – Meeting Minutes
Exhibit C - Special City Council Meeting of December 10, 2024 – Meeting Minutes
Exhibit D - Special City Council Meeting of December 10, 2024 – Meeting Minutes



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

December 3, 2024, 4:00 p.m.

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

Present: Councilmember Bush (*arrived at 4:13 p.m.*)
Councilmember Molina
Councilmember Rodriguez
Vice-Mayor Yamane
Mayor Morrison

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Richard Romero, Assistant City Attorney
Bruce Foltz, Finance Director
Lydia Hernandez, Human Resources Director

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:06 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 (*arrived at 4:13 p.m.*), Molina, Rodriguez, Yamane, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Molina led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

One public comment was received from Ed Nieto for Item 5.3.

5. CLOSED SESSION

Members retired into Closed Session at 4:11 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison, Martinez, Schultz, Romero, Foltz, Hernandez, and Labor Negotiator Steven Berliner (via telephone).

5.1 CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations:

Municipal Employees' Association (SEIU, Local 221),
National City Firefighters Association (Local 2744), and
Police Officers Association (POA)

Agency Designated Representatives:

Steven Berliner (Labor Negotiator)
Benjamin A. Martinez (City Manager)
Brian Hadley (Deputy City Manager)
Bruce Foltz (Finance Director)
Paul Valadez (Budget Manager- Finance)
Lydia Hernandez (Human Resources Director)

Assistant City Attorney, Romero left Closed Session at 4:22 p.m.

5.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9 (d) (1)

Name of Case: Roberto Umana v City of National City. et al. U.S. District Court

Case Number: 3:22-cv-01657-GPC-AGS

Special Counsel entered Closed Session at 4:22 p.m.

City Attorney, Schultz left Closed Session at 4:44 p.m.

5.3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957.6

Position to be Reviewed: City Manager

All members returned to the open session at 5:59 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison, and Martinez.

Announcement of actions taken in Closed Session shall be made at the Regular City Council Meeting following the Regular City Council meeting at 6:00 p.m.

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, December 3, 2024, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:59 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2025.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**December 3, 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
Carlos Aguirre, Director of Community Development
Bruce Foltz, Director of Finance
Danielle Ghio, City Librarian
Brian Hadley, Deputy City Manager
Derek Aydelotte, Police Captain
Lydia Hernandez, Director of Human Resources
Tonya Hussain, Deputy City Clerk
Steve Manganiello, Director of Engineering & Public Works
Evelyn Molina, Executive Secretary
Sergio Mora, Fire Chief
Martin Reeder, Assistant Director of Community Development

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:08 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Yamane led the Pledge of Allegiance.

4. INVOCATION

None.

Item taken out of order.

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

7.1 Presentation of 2025 Storm Water Calendar

Executive Secretary Evelyn Molina presented the item. Mayor Morrison presented the winners with certificates.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Chapel.

Councilmember Bush left the dais at 6:31 p.m. and returned at 6:35 p.m.

Virtual Comment:

Peggy Walker
Terri-Ann Skelly
Megan Stuart
Becky Rapp
Armando Sepulveda
Barbara Gordon

In-person comment:

Roseann Jasso Rodriguez
Jassa Dominguez
Bryan Angel Rodriguez
Dukie Valderama
Bill Nosal
Maui Garcia
Sherry Gogue
Ed Nieto

Brian Clapper
America Donatto
Melissa Aragon
Truth
Ron Powell
Sandy Scheller
Luisa McCarthy
Micaela Polaneo
Edan Lazarus

Written comment:

Mary Badiner
Paul Wapnowski

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New City Employees

City Librarian Danielle Gio introduced new department staff. Director of Engineering & Public Works Steve Manganiello provided background information on new department staff who were unable to attend.

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

Councilmember Rodriguez had nothing to report.

Councilmember Molina provided an update on the SANDAG Board of Directors Meeting.

Vice-Mayor Yamane provided an update on the San Diego County Water Authority's Vote Entitlement Resolution for 2025.

Mayor Morrison spoke to the business of the Sweetwater Authority and his planned attendance at the Conference of the Association of California Water Agencies in addition to upcoming community meetings.

Councilmember Bush provided an update on his recent attendance at the High Ambition Climate Collective Workshop. He further spoke to the San Diego County Air Pollution Control Board and the sewage crisis.

9. INTERVIEWS AND APPOINTMENTS

9.1 Appointments: City Boards, Commissions and Committees – City Council Appointment to the Port Commission.

Mayor Morrison introduced Port Commissioner GilAnthony Ungab who addressed the Council.

In-person comment:

Randi Castle-Salgado

Truth
Ed Nieto
Liliana Armenta
Debbie Discar-Espe
Audie de Castro

Written comment:

Debbie Discar-Espe
Paul Wapnowski
Ted Godshalk

Recommendation: City Council Reappoint Incumbent GilAnthony Ungab as Port Commissioner for a 4-Year Term as provided in City Council Policy No. 107.

ACTION: Motion by Councilmember Molina, seconded by Vice-Mayor Yamane to reappoint Port Commissioner Ungab for a 4-year term.

Motion carried by unanimous vote.

10. CONSENT CALENDAR

Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to approve Consent Calendar Items with the exception of 10.4 pulled by Vice-Mayor Yamane, and items 10.3, 10.6, 10.11, 10.21, and 10.22 pulled for discussion.

ACTION: Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

10.2 Approval of City Council Meeting Minutes.

Approve and File.

Motion carried by unanimous vote.

Item pulled for discussion.

10.3 Acceptance of the Department of Alcoholic Beverage Control Award of \$40,000 to the National City Police Department to Perform Operations Sponsored by the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project.

Adopted Resolution No. 2024-155.

Adopt the Resolution Entitled, "Resolution of the City of National City, California, Authorizing the Acceptance of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project Funds in the Amount of \$40,000, Funded by the California Office of Traffic Safety through the National Highway Traffic

Safety Administration, and Authorizing the Establishment of a Fiscal Year 2025 Appropriation and Corresponding Revenue Budget in the Amount of \$40,000.”

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

Motion carried by unanimous vote.

Item pulled for discussion

- 10.4 Second Amendment to the Maintenance and Operating Agreement Between the City of National City and A Reason to Survive (ARTS)

Adopted Resolution No. 2024-156.

Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Enter into the Second Amendment to the Agreement Between the City of National City (“CITY”) and A Reason to Survive (“ARTS”) for the Maintenance and Operation of the Arts Center Located at 200 East 12th Street in National City.”

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to extend the contract and have the item return at the February 18, 2025 City Council meeting.

Councilmember Rodriguez left the dais at 7:49 p.m. and returned at 7:53 p.m.

Motion carried by 4-0 vote.

Ayes: Bush, Molina, Yamane, Morrison

Absent: Rodriguez

- 10.5 Amendments to On-Call Consultant Agreements for City’s Capital Improvement Program (CIP)

Adopted Resolution No. 2024-157.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute 1) Third Amendments to the Agreements with a) Anser Advisory, b) HDR Engineering, Inc., c) Kimley-Horn and Associates, Inc., d) NV5, Inc., e) WSP USA Inc., and f) STC Traffic, Inc. to Extend the Agreements by One Year; 2) Third Amendments to the Agreements with a) Innovative Construction Consulting Services, LLC and b) KTU&A to Extend the Agreements by One Year and Increase the Not-to-Exceed Amounts by \$1,000,000 Each; and 3) Fourth Amendments to the Agreements with a) Chen Ryan Associates, Inc. and b) Project Professionals Corporation to Extend the Agreements by One year and Increase the Not-to-Exceed Amounts by \$1,000,000 Each.”

Motion carried by unanimous vote.

Item pulled for discussion

- 10.6 Extension of Agreement with EXOS Community Services LLC (EXOS) for Las Palmas Pool Operations.

Adopted Resolution No. 2024-158.

In-person public comment:

Yolanda Contreras

Michale Mcgraby

Recommendation: Adopt The Resolution Entitled: “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the Amendment to the Agreement Between the City of National City (“City”) and EXOS Community Services, LLC, (“EXOS”) to Extend the Agreement for Two (2) Years for the Operation of Las Palmas Pool, Located at 1800 East 22nd Street, National City, California.”

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Yamane to adopt the resolution and for staff to return in six months with a report on bringing services in-house and other possible programs.

Motion carried by unanimous vote.

- 10.7 Approval of the Local Appointments List – Maddy Act Requirement

Approve the Local Appointments List for 2025 and Authorize the City Clerk to post the list at City Hall and Post End of Term Vacancies on the City Website.

Motion carried by unanimous vote.

- 10.8 Resolution to the City Council of the City of National City Approving the Adoption of a Side Letter Agreement Between the City of National Municipal Employees Association (MEA) Exclusively Represented by SEIU and Approving the MEA Salary Schedule.

Adopted Resolution No. 2024-159.

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement Between the City of National City and the National City Municipal Employees’ Association, Represented by Service Employees’ International Union Local 221, Extending the Memorandum of Understanding Between the Parties through June 30, 2025, and Increasing the Salaries of Covered Employees; Amending the NCMEA Salary Schedule to Reflect a Six Percent Increase in Base Salaries; and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of \$383,685 to Fund the Salaries.”

Motion carried by unanimous vote.

- 10.9 Approval of a Side Letter Agreement Between the City of National City and the National City Fire Firefighters Association (FFA) and Approving the FFA Salary Schedule.

Adopted Resolution No. 2024-160.

Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Side Letter Agreement Between the City of National City and the National City Firefighters' Association Extending the Memorandum of Understanding Between the Parties through June 30, 2025, and Increasing the Salaries of Covered Employees; Amending the FFA Salary Schedule to Reflect a Six Percent Increase in Base Salaries; and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of \$224,925 in the General Fund to Fund the Stated Salaries."

Motion carried by unanimous vote.

- 10.10 Amendment to the Salary Schedule for the Unrepresented Confidential Employee Group.

Adopted Resolution No. 2024-161.

Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Amending the National City Confidential Positions Salary Schedule to Reflect a Six Percent Increase in Base Salaries, and Authorizing the Establishment of Fiscal Year 2025 Budget Appropriations in the Amount of \$42,061 to Fund the Stated Salaries."

Motion carried by unanimous vote.

Item pulled for discussion.

- 10.11 Authorize the Purchase of a Camera Van for the Engineering & Public Works Street and Wastewater Division

Public comment received by Thomas Rike.

Adopted Resolution No. 2024-162.

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 # 120721-EVS with Haaker Equipment Company for the Purchase of a 2024 or Newer E-Ford Transit Van RowverX CCTV Pipe Inspection System with Build Out

in a Not-to-Exceed Amount of \$296,007.71 for the Public Works Street and Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments of up to \$29,600 to the Not-To-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez.

Motion carried by unanimous vote.

10.12 Purchase and Sale Agreement for the Purchase of Property on N Avenue.

Adopted Resolution No. 2024-163.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute the Purchase and Sale Agreement and Accept the Grant Deed from Walter Morawa and Louise Morawa Joint Living Trust for the Purchase of a Portion of Parcel APN 557-250-38 that Fronts “N” Avenue, Just South of E. 9th Street to Construct Pedestrian and Bicycle Improvements.”

Motion carried by unanimous vote.

10.13 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) Addition of Live Entertainment & Expansion of Approved Operating Hours for Beer & Wine Sales at an Existing Restaurant (Mariscos El Tiburon) Located at 543 Highland Avenue

Staff Recommends Approval of the Request for Live Entertainment and Extended Operating Hours, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2024-19, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol and Live Entertainment are Conditionally-Allowed Uses in the Minor Mixed-Use Corridor Zone and Would be Accessory to Food Sales at the Restaurant.

Motion carried by unanimous vote.

10.14 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 1924 Harding Street.

Adopted Resolution No. 2024-164.

Approve the Resolution Entitled, “Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement with Clara Futura Investments, LLC, a California Limited Liability Company, and U.S. Bank National Association, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into on October 5, 2021 that Restricts One Housing Unit at 1924 Harding Street in National City.”

Motion carried by unanimous vote.

- 10.15 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 2039 E 8th Street.

Adopted Resolution No. 2024-165.

Approve the Resolution Entitled, "Resolution of the City Council of the City of National City, California Ratifying a Subordination Agreement with Talas, LLC, a California Limited Liability Company, and Endeavor Bank, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into On August 6, 2024 that Restricts Three Housing Units At 2039 E 8th Street In National City."

Motion carried by unanimous vote.

- 10.16 Redevelopment Obligations Payment Schedule for Fiscal Year 2025-26 (ROPS 25-26) and Associated Administrative Budget (SUCCESSOR AGENCY)

Adopted Resolution No. 2024-117.

Adopt the Resolution Entitled, "Resolution of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2025, through June 30, 2026 (ROPS 25-26) with Expenditures Totaling \$4,128,681, Approving the Associated Administrative Budget of \$67,654, and Approving the Submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board."

Motion carried by unanimous vote.

- 10.17 Request to Install Red Curb "No Parking" at the Intersection of Harbison Avenue and E. 6th Street to Improve Visibility at the Intersection.

Adopted Resolution No. 2024-166.

Authorizing the Installation of Red Curb "No Parking" at the Intersection of Harbison Avenue and E. 6th Street to Improve Visibility at the Intersection."

Motion carried by unanimous vote.

- 10.18 Request to Install Two (2) Parallel "30-Minute" Parking Spaces in Front of V&P Wholesale Warehouse Located at 108 W. 18th Street to Increase Parking Turnover for Customers

Adopted Resolution No. 2024-167.

Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two Parallel “30-Minute” Parking Spaces in Front of V&P Wholesale Warehouse Located at 108 W. 18th Street to Increase Parking Turnover for Customers.”

Motion carried by unanimous vote.

- 10.19 Resolution of the City Council of the City of National City Acknowledging Receipt of a California Coastal Commission Resolution of Certification of the City’s Local Coastal Plan Amendment Related to the Balanced Plan, Including Suggested Modifications.

Adopted Resolution No. 2024-168.

Adopt the Resolution.

Motion carried by unanimous vote.

- 10.20 Temporary Use Permit – The 16th Annual San Diego Granfondo Bike Ride Sponsored by Life Sports Foundation on April 6, 2025, with No Waiver of Fees.

Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees or in Accordance to City Council Policy 802.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 8:03 p.m. and returned at 8:06 p.m.

Item pulled for discussion.

- 10.21 Warrant Register #17 for the Period of 10/18/24 through 10/24/24 in the Amount of \$5,763,144.78

Public comment received from Thomas Rike and Truth.

Recommendation: Ratify Warrants Totaling \$5,763,144.78

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to ratify the warrants.

Motion carried by unanimous vote.

Item pulled for discussion.

- 10.22 Warrant Register #18 for the Period of 10/25/24 through 10/31/24 in the Amount of \$2,153,037.03

Public comment received from Thomas Rike.

Recommendation: Ratify Warrants Totaling \$2,153,037.03

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Rodriguez to ratify the warrants.

Motion carried by unanimous vote.

11. CONTINUED PUBLIC HEARING

11.1 Second Reading and Adoption of the Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys

Adopted Ordinance No. 2024-2536.

Mayor Morrison declared the Public Hearing open at 8:10 p.m.

There were no public comments.

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Bush to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:10 p.m.

Recommendation: Adopt an Ordinance entitled, "Ordinance of the City Council of the City of National City, California, Establishing Speed Limits on Portions of Sweetwater Road Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys."

ACTION: Motion by Vice-Mayor Yamane, seconded by Councilmember Molina to adopt the Ordinance.

Motion carried by unanimous vote.

12. STAFF REPORTS

12.1 Update on the Establishment of a Short-Term Rental Ordinance.

Assistant Director of Development Services Martin Reeder provided a PowerPoint presentation.

Recommendation: File the Report and Provide Input on the Creation of a Short-Term Rental Ordinance.

Staff to return with more information and data on short-term rentals and for further discussion at a Council meeting in February 2025.

13. CITY MANAGER'S REPORT

None.

14. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

14.1 Discussion and Possible Action of the City Council of a Censure of Councilmember Jose Rodriguez.

Mayor Morrison introduced the item.

In-person public comment:

Lorenzo Magats

Randi Castle-Salgado

Truth

Hilda Gama

Ed Nieto

Alfredo Andalon

Sherry Gogue

Angelica Guillen

Liliana Armenta

Julianna Vonessen

Sylvia Garner

Hilda Gama

Jenny Bello

Councilmember Molina left the dais at 9:27 p.m. and returned at 9:29 p.m.

Janet Cervantes

Joan Rincon

Adriana Huerta

Monica Rovel

David Jimenez

Michael Rios

Zarlo Vazquez Melandez

Mary Davis

Fermin Jimenez

Submitted a Speaker's Slip, but did not wish to speak

Manuel Andrade

Gabby Tadwell

Monica Flores

Maria Majas

Cathy Florentino

Debra Gonzalez

Written comment received from Paul Wapnowski and Ted Godshalk.

Councilmember Bush left the dais at 10:38 p.m. and returned at 10:39 p.m.

At 10:45 p.m., Councilmember Molina reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. Mayor Morrison asked the City Council to consider extending the meeting for an additional 30 minutes.

ACTION: Motion by Councilmember Molina, seconded by Councilmember Bush to continue the meeting beyond 10:30 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to proceed with the Censure per the items listed on the staff report and direct the City Attorney's Office to put the censure in the form of a letter.

Substitute motion by Councilmember Bush, seconded by Mayor Morrison to move forward with the Censure for violation of code, ethics, and conflict as noted below:

1. **Conflict of Interest and Questionable Agreements:**

- Councilmember had the City enter into two agreements with a business owner who previously managed their political campaign and currently serves as a political party president in National City.
- The first agreement lacked an audit or verification of the completion of the stated scope of work, raising concerns about transparency and accountability in public spending.
- Relevant Code policies: #1 Use of Office, #4 Positive Work Place Environment, #10 Use of Public Resources

2. **Misuse of Public Funds:**

- Councilmember used City funds to distribute frozen turkeys during a public event. This activity, while appearing philanthropic, bypassed established practices such as seeking donations or utilizing personal funds, which would have been more appropriate and ethical. In addition, Councilmember Rodriguez also individually distributed the leftover turkeys to people's houses. No formal verification or accounting was done by the City staff to determine what was left over.
- Relevant Code policies: #1 Use of Office, #4 Positive Work Place Environment, #10 Use of Public Resources

3. **Intimidation and Inappropriate Rhetoric:**

- Councilmember used threatening and inflammatory rhetoric to disparage a resident who supported a different political figure during the recent

election cycle. This behavior undermines the principles of respect, fairness, and impartiality expected of public officials.

- Relevant Code policies: #1 Use of Office, #2 Conduct, #3 Role Models, #4 Positive Work Place Environment, #11 Advocacy

4. **Improper Use of City Resources:**

- Councilmember has been utilizing the City Manager's office to unilaterally approve actions that circumvent established ethical guidelines and best practices in City operations. This misuse of authority compromises the integrity of the City's administrative processes.
- Relevant Code policies: #1 Use of Office, #2 Conduct, #3 Role Models, #4 Positive Work Place Environment, #10 Use of Public Resources

Motion carried by 3-2 vote.

Ayes: Bush, Molina, Morrison

Nays: Rodriguez, Yamane

Councilmember Bush left the dais at 11:12 p.m. and returned at 11:15 p.m.

Closing remarks were provided by members of the City Council.

15. CITY ATTORNEY REPORT

Mayor Morrison introduced City Attorney Schultz who announced the following on Closed Session agenda items 5.1, 5.2, and 5.3.

No reportable actions.

5.1 **CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Employee Organizations:

Municipal Employees' Association (SEIU, Local 221),

National Firefighters Association (Local 2744), and

Police Officers Association (POA)

Agency Designated Representatives:

Steven Berliner (Labor Negotiator)

Benjamin A. Martinez (City Manager)

Brian Hadley (Deputy City Manager)

Bruce Foltz (Finance Director)

Paul Valadez (Budget Manager- Finance)

Lydia Hernandez (Human Resources Director)

5.2 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)

Name of Case: Roberto Umana v City of National City. et al.

U.S. District Court

Case Number: 3:22-cv-01657-GPC-AGS

5.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957.6

Position to be reviewed: City Manager

16. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, January 21, 2025 at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:22 p.m.

Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2025.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

December 10, 2024, 4:30 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present: Councilmember Bush
Councilmember Molina
Councilmember Rodriguez (*arrived at 4:40 p.m.*)
Vice-Mayor Yamane
Mayor Morrison

Others Present: Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Lydia Hernandez, Human Resources Director
Tonya Hussain, Deputy City Clerk

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:35 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 (*arrived at 4:40 p.m.*), Yamane, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

None.

5. **CLOSED SESSION**

Members retired into Closed Session at 4:37 p.m. and returned at 4:52 p.m. with all members present in attendance: Bush, Molina, Rodriguez, Yamane, Morrison

5.1 **LIABILITY CLAIM**

Government Code Section 54954.5
WORKERS COMPENSATION CLAIM NO. 20-148833
ADJ 13323860
Claimant: Michael Shanahan vs. City of National City

Announcement of actions taken in Closed Session shall be made at the ~~Regular~~ Special City Council Meeting following the ~~Regular~~ Special City Council meeting at 6:00 p.m.

6. **ADJOURNMENT**

Mayor Morrison adjourned to the ~~Regular~~ Special Meeting of the City Council of the City of National City, Tuesday, December 10, 2024 at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 4:52 p.m.

Shelley Chapel, City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2025.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**December 10, 2024, 5:00 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
Carlos Aguirre, Director of Community Development
Bruce Foltz, Director of Finance
Danielle Ghio, City Librarian
Brian Hadley, Deputy City Manager
Derek Aydelotte, Police Captain
Lydia Hernandez, Director of Human Resources
Tonya Hussain, Deputy City Clerk
Steve Manganiello, Director of Engineering & Public Works
Evelyn Molina, Executive Secretary
Sergio Mora, Fire Chief
Martin Reeder, Assistant Director of Community Development

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:06 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, Morrison

3. PLEDGE OF ALLEGIANCE

Councilmember Rodriguez led the Pledge of Allegiance.

4. INVOCATION

Invocation was delivered.

5. PROCLAMATION

Proclamation – Ruble “Mitch” Beauchamp, City Treasurer

Mayor Morrison presented the item. City Treasurer Beauchamp accepted the proclamation.

6. STAFF REPORT

6.1 Reciting the Fact of the General Municipal Election held Tuesday, November 5, 2024, Declaring Results.

City Clerk Shelley Chapel introduced the item.

Adopted Resolution No. 2024-169.

Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Reciting the Fact of the General Municipal Election Conducted on Tuesday, November 5, 2024, and Declaring the Results and Such Other Matters as Provided by Law.”

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

7. ADMINISTER OATH OF OFFICE

City Clerk Shelley Chapel reported that she had administered the official Oath of Office to Councilmember Bush and Councilmember Rodriguez prior to the meeting.

Clerk Chapel introduced Dr. Greg Robinson, who performed the ceremonial Oath of Office for Councilmember Rodriguez.

Clerk Chapel introduced Julia Gonzalez Price, who performed the ceremonial Oath of Office for Councilmember Bush.

Item taken out of order.

12. NEWLY ELECTED COMMENTS

Newly re-elected Councilmember Bush and Councilmember Rodriguez provided comments.

8. RECESS FOR RECEPTION

Mayor Morrison called for recess at 5:46 p.m., the meeting reconvened at 6:12 p.m.

9. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 6:12 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

10. ROLL CALL

Councilmembers present: Bush, Molina, Rodriguez, Yamane, Morrison

11. PUBLIC COMMENT

Mayor Morrison allowed two (2) minutes per comment.

In-person public comment:

Juanita Castaneda
Elayna Delgado
Zaide Jurado
Luisa McCarthy
Alisha Morrison
Doyle Morrison
Eddie Bracamontes
Sandy Scheller
James Kim
Karla Apalategui

12. CONSENT CALENDAR

Motion by Councilmember Rodriguez, seconded by Councilmember Molina to approve Consent Calendar Items 13.2 and 13.3 with Item 13.1 pulled from the agenda.

ACTION: Motion carried by unanimous vote.

Item pulled from the agenda.

- 13.1 Notice of Decision – Planning Commission Denial of a Conditional Use Permit (CUP) and Zone Variance (ZV) for a New Gasoline Service Station Development to be Located on a Vacant Property at Sweetwater Road and Orange Street

Staff Recommended Approval of the Proposed Development Requesting a New Gasoline Service Station, Convenience Store with Off-Sale Alcohol (ABC Type-21), Drive-Through Car Wash, Drive-Through Eating Place, and Five Residential Units, Subject to the Recommended Conditions in the Draft Resolution and a Determination that the Project is Exempt from CEQA. The Requested Uses are Conditionally Allowed within the Major Mixed-Use District (MXD-2) and the Project can be Found Consistent with the General Plan and Land Use Code with the Approval of the Requested Zone Variance.

- 13.2 Purchase of Thirty-Three (33) Axon Fleet 3 Video Solutions (“FLEET”) Cameras for Police Department Vehicles.

Adopted Resolution No. 2024-170.

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 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing the Purchase of Thirty-Three Axon Fleet 3 In-Car Video Solutions and Supporting Information, Services and Training from Axon Enterprise, Inc. in a Not-to-Exceed Amount of \$279,248.78; and 2) Authorizing the Mayor to Execute an Agreement with Axon Enterprise, Inc. for the Purchase and Related Services.”

Motion carried by unanimous vote.

- 13.3 San Diego Dispatch Agreement

Adopted Resolution No. 2024-171.

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute an Agreement Between the City of San Diego and the City of National City to Provide Fire and Emergency Medical Dispatch Services to the City of National City for a Term of 5 Years Effective July 1, 2024 and Ending June 30, 2029.”

Motion carried by unanimous vote.

14. STAFF REPORTS

- 14.1 Appointments of City Councilmembers to Regional Boards and Committees for Outside Agencies

Adopted Resolution Nos. 2024-172, 2024-173, 2024-174, 2024-175

Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees by Adoption of Resolution.

Approved Resolution No. 2024-172.

Recommendation: Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Councilmember Molina as the primary, Mayor Morrison as the alternate, and Councilmember Bush as the second alternate.

SUBSTITUTE MOTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Vice-Mayor Yamane as the second alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the League of California Cities – Primary and Alternate (Annual)

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to appoint Mayor Morrison as the primary and Councilmember Molina as the alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the Metropolitan Transit Board (MTS) (Term is 2 years)

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Councilmember Bush as the primary and Councilmember Rodriguez as the alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the Regional Solid Waste Association (RSWA) (Term is 2 years)

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to appoint Mayor Morrison as the primary and Councilmember Rodriguez as the alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the Metro Wastewater JPA (Term is 2 years)

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Vice-Mayor Yamane as the primary and Councilmember Rodriguez as the alternate.

Motion carried by unanimous vote.

Adopted Resolution No. 2024-175.

Recommendation: To appoint to the San Diego County Water Authority (SDCWA) (Term is 2 years, primary only)

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Vice-Mayor Yamane.

Motion carried by unanimous vote.

Recommendation: To appoint to the Otay and Sweetwater River Watershed Panel (Term is 2 years)

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint Councilmember Rodriguez as the primary and Councilmember Bush as the alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to appoint Vice-Mayor Yamane as the primary and Councilmember Bush as the alternate.

Motion carried by unanimous vote.

Adopted Resolution No. 2024-173.

Recommendation: To appoint to the SANDAG Shoreline Preservation Working Group (Annual)

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Yamane to appoint Councilmember Rodriguez as the primary and Councilmember Bush as the alternate.

Motion carried by unanimous vote.

Adopted Resolution No. 2024-174.

Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the Various Regional Committee Assignments; and

Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees by Adoption of Resolution:(1) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors;(2) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the SANDAG Shoreline Working Group; and,(3) Resolution of the City Council of the City of National City, California, Appointing Members of the

City Council to the Various Regional Committee Assignments; and (4) Resolution San Diego County Water Authority Board of Directors.

14.2 Selection of a Vice-Mayor for 2025.

Recommendation: Selection of a Vice-Mayor for 2025 in accordance with the Policy.

One in-person public comment was received from Liliana Armenta.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to waive Policy #120 to allow for more flexibility.

SUBSTITUTE MOTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Yamane to adhere to Policy #120.

Ayes: Rodriguez, Yamane

Nays: Bush, Molina, Morrison

Motion failed by 2-3 vote.

Original Motion:

Ayes: Bush, Molina, Morrison

Nays: Rodriguez, Yamane

Motion approved by 3-2 vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Molina to appoint the next Vice-Mayor in the following order annually during their term: Bush, Molina, Yamane, Rodriguez

Ayes: Bush, Molina, Morrison

Nays: Rodriguez, Yamane

Motion approved by 3-2 vote.

The Mayor and Council provided closing comments.

Mayor Morrison introduced City Attorney Schultz who announced the following on Closed Session Item 5.1.

CLOSED SESSION

No reportable action.

5.1 LIABILITY CLAIM

Government Code Section 54954.5

WORKERS COMPENSATION CLAIM NO. 20-148833

ADJ 13323860

Claimant: Michael Shanahan vs. City of National City

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, January 21, 2025, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 7:09 p.m.

Tonya Hussain, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2025.

Ron Morrison, Mayor



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Tirza Gonzales, Operations Manager
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Second Amendment to the Agreement with Atlas Technical Consultants, LLC 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 Second Amendment to the Agreement with Atlas Technical Consultants, LLC to Extend the Agreement by One Year to August 31, 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 Statements of Qualification (SOQs) from various firms by the June 10, 2019 deadline.

On September 1, 2020, City Council adopted Resolution No. 2020-165 approving an Agreement with Atlas Technical Consultants, LLC to provide on-call support services for National City's Capital Improvement Program (CIP), including but not limited to, geotechnical and soils and materials testing, 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.

On June 20, 2023, City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to August 31, 2024.

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 Second Amendment to extend the Agreement with Atlas Technical Consultants, LLC, by one year to August 31, 2025 with no change to the agreement. As of December 2024, expenditures and encumbrances under the agreement total \$115,073.95.

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 – Second Amendment

Exhibit B – Resolution

**SECOND AMENDMENT TO THE AGREEMENT BY
AND BETWEEN
THE CITY OF NATIONAL CITY AND
ATLAS TECHNICAL CONSULTANTS, LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 21st day of January, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and ATLAS TECHNICAL CONSULTANTS, LLC (the "CONSULTANT").

RECITALS

WHEREAS, the City Council adopted Resolution No. 2020-165 approving an agreement (the "Agreement") with the CONSULTANT for the term of September 1, 2020 through August 31, 2023, wherein the CONSULTANT agreed to provide on-call project support services for CITY's Capital Improvement Program ("CIP") including, but not limited to, geotechnical and soils and materials testing, 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, the City Council adopted Resolution No. 2023-86 approving the First Amendment to the Agreement, exercising the first of two (2) extensions extending the Agreement by one (1) year to August 31, 2024; and

WHEREAS, based on the CONSULTANT's performance and quality of work, and to ensure timely completion of CIPs, the CITY desires to have the CONSULTANT continue providing on-call project support services for the CITY's CIP, and the CONSULTANT is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement by exercising the second of the two (2) one-year extensions to extend the term of the Agreement to August 31, 2025.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The September 1, 2020 Agreement, as previously amended by the First Amendment, in exercise of the extension provision, is hereby amended to extend the term of the Agreement by one (1) year to August 31, 2025.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the September 1, 2020 Agreement, as amended by the First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**ATLAS TECHNICAL CONSULTANTS,
LLC**

*(Corporation – signatures of two
corporate officers required)*

By: _____
Ron Morrison, Mayor

By: _____
(Name)
(Title)

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

By: _____
(Name)
(Title)

Date: _____

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH ATLAS TECHNICAL CONSULTANTS, LLC TO EXTEND THE AGREEMENT BY ONE YEAR TO AUGUST 31, 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 1, 2020, City Council adopted Resolution No. 2020-165, approving an agreement (the “Agreement”) with Atlas Technical Consultants, LLC (“Atlas”) to provide on-call support services for National City’s Capital Improvement Program (“CIP”), including, but not limited to, geotechnical and soils and materials testing, 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, on June 20, 2023, City Council adopted Resolution No. 2023-86, approving the First Amendment to the Agreement, exercising the first of two (2) one-year extensions, to extend the Agreement by one (1) year to August 31, 2024; and

WHEREAS, based on their performance and quality of work, increased staffing demands, and to ensure timely completion of CIPs, staff recommends approval of a Second Amendment to the Agreement with Atlas to extend the Agreement by one (1) year to August 31, 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 Second Amendment to the agreement with Atlas Technical Consultants, LLC to extend the agreement by one year to August 31, 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 21st day of January, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Barry J. Schultz, City Attorney
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement Amendment with Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of National City, California, Amending the Agreement between the City of National City and Devaney Pate Morris & Cameron, LLP, for Legal Services in the Specialized Area of Land Use and Business Matters Regarding the San Diego Unified Port District by Increasing the Not-to-Exceed Amount by \$25,000 for a New Not-to-Exceed Total Amount of \$100,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City ("City") engages outside legal support for specialized areas. Matters involving the San Diego Unified Port District require specialized expertise related to the Public Trust Doctrine and other specialized laws, regulations and policies involving the waterfront. In January 2024, the City Attorney's Office negotiated a new retainer agreement with Devaney Pate Morris Cameron, LLP ("DPMC"). The legal services included representing the City in connection with waterfront development, implementation of the Balanced Land Use Plan, assisting with the negotiation of the Municipal Services Agreement and other business matters regarding the San Diego Unified Port District for a not-to-exceed amount of \$25,000. On August 6, 2024, the Agreement was amended to increase the not-to-exceed amount by \$50,000 for a new not-to-exceed total amount of \$75,000 by Resolution No. 2024-89.

To ensure the City's interests remain protected and to avoid any lapse in the City's ability to consult with DPMC, City staff recommends a Second Amendment to the Agreement by increasing the not-to-exceed amount by \$25,000 for a new not-to-exceed total amount of \$100,000.

FINANCIAL STATEMENT:

Sufficient funds exist in account no. 100-10-13-13100-7213, City Manager's Professional Services account.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic 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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Agreement Amendment

Exhibit B – Resolution

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DEVANEY PATE MORRIS & CAMERON, LLP**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this _21st day of January, 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and Devaney Pate Morris & Cameron, (the "FIRM").

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement in January 2024 ("the Agreement"), wherein the FIRM agreed to provide advice and counsel the CITY in connection with matters related to San Diego Port District for a not-to-exceed amount of \$25,000.00; and

WHEREAS, on August 6, 2024, the Agreement was amended to increase the not-to-exceed amount by \$50,000 for a new not-to-exceed total amount of \$75,000 by Resolution No. 2024 – 89; and

WHEREAS, the parties desire to amend the Agreement to cover the cost of providing the increase scope of services from the amount of \$75,000.00 to the not-to-exceed amount by \$ 25,000 for a total not-to-exceed amount of \$100,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The January 2024 Agreement is hereby amended to cover the cost of the increased scope of services from the contract amount of \$75,000.00 by a not to-exceed increase amount of \$25,000, for a new total not-to-exceed amount of \$100,000.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the January 2024 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**Devaney Pate Morris & Cameron,
LLP**

By: _____
Ron Morrison, Mayor

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND DEVANEY PATE MORRIS & CAMERON, LLP, FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LAND USE AND BUSINESS MATTERS REGARDING THE SAN DIEGO UNIFIED PORT DISTRICT BY INCREASING THE NOT-TO-EXCEED AMOUNT BY \$25,000 FOR A NEW NOT-TO-EXCEED TOTAL AMOUNT OF \$100,000.

WHEREAS, in January 2024, the City of National City (“City”) entered into an Agreement with Devaney Pate Morris & Cameron, LLP (“DPMC”) to assist in representing the City in connection with matters regarding the San Diego Unified Port District for an amount not-to-exceed \$25,000; and

WHEREAS, on August 6, 2024, the Agreement was amended to increase the not-to-exceed amount by \$50,000 for a new not-to-exceed total amount of \$75,000 by Resolution No. 2024 – 89; and

WHEREAS, to ensure the City interests remain protected and to avoid any lapse in the City’s ability to consult with DPMC, City staff recommends a Second Amendment to the existing Agreement by increasing the not-to-exceed amount by \$25,000 for a new not-to-exceed total amount of \$100,000.

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

Section 1: Authorizes the Mayor to execute of a Second Amendment to the Agreement between the City of National City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of land use and business matters regarding the San Diego Unified Port District to increase the not-to-exceed amount by \$25,000 for a new not-to-exceed amount of \$100,000.

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

PASSED and ADOPTED this 21st day of January, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Angelita Palma, Community Development Manager
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement with KMA for a Full Cycle RFQ/P Process for City-Owned Parcels to Create For-Sale Homeownership Opportunities.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the Board of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City, California, 1) Authorizing the Executive Director to Execute an Agreement in a Not-to-Exceed Amount of \$89,000 with Keyser Marston Associates, Inc. to Draft, Solicit, and Evaluate a Request for Proposals/Qualifications for City-Owned Properties to Create For-Sale Homeownership Opportunities and 2) Authorizing the Establishment of Appropriations in the Amount of \$89,000 in the Low and Moderate Income Housing Asset Fund."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

City Council Resolution 2023-111
CDC-HA Resolution 2024-93
CDC-HA Resolution 2024-94

EXPLANATION:

Background

The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") seeks to increase homeownership opportunities for National City residents as a tool for pursuing fair housing and equal access to housing.

Grant funding was authorized by City Council Resolution 2023-111 through SANDAG's Housing Acceleration Program Cycle 2 (HAP 2.0) to perform site assessments on City-owned properties and study potential homeownership models through a plan titled "Own National City" (also referred to as the "Study"). Own National City will propel the implementation of City Council Policy No. 901 as well as the desired buildout of housing density prioritized through the Focused General Plan Update (FGPU) land use and zoning code updates. The Study will lay the foundation for the qualifications/proposals ("RFQ/P").

Keyser Marston Associates, Inc. ("KMA") responded to an RFQ for housing consulting services and entered into an On-Call Housing Services Agreement ("On-Call Agreement"), which was approved by CDC-HA Resolution 2024-93. The On-Call Agreement was amended to add the grant HAP 2.0 funding by CDC-HA Resolution 2024-94 for KMA to conduct the Study.

Request for Proposals/Qualifications

Staff recommends the CDC-HA enter into an Agreement (Exhibit "A") for a not-to-exceed amount of \$89,000 with KMA to draft, solicit, and evaluate a request for qualifications/proposals ("RFQ/P")

for City-owned properties to create for-sale homeownership opportunities. KMA is the desired consultant to work on the RFQ/P process as KMA is a multi-disciplined real estate and economic consulting firm, qualified by experience and proven ability to provide services for a full RFQ/P cycle process, is currently conducting the site assessment and potential homeownership model Study, and will utilize the Study's findings to populate the RFQ/P. Additionally, KMA will continue to finalize the Study while the RFQ/P is out for bid. The Agreement defines tasks KMA will undertake on a time and materials basis in accordance with the hourly billing rate schedule provided in the proposed Agreement. This agreement is not eligible for HAP 2 grant funding, but funding is available in the Low and Moderate Housing Asset Fund.

FINANCIAL STATEMENT:

The agreement is for a not-to-exceed amount of \$89,000. If approved, appropriations would be established in the Low and Moderate Income Housing Asset Fund in expenditure account no. 532-50-51-51503-7299 (Contract Services) based on available fund balance in that fund.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

**AGREEMENT
BY AND BETWEEN
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE
CITY OF NATIONAL CITY
AND
KEYSER MARSTON ASSOCIATES, INC. (KMA)**

THIS 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. (KMA), a California corporation (“CONSULTANT”).

R E C I T A L S

WHEREAS, the CDC-HA desires to employ a CONSULTANT to draft, solicit, and evaluate an RFP/Q for City-owned properties to create for-sale homeownership opportunities.

WHEREAS, the CDC-HA has determined that the CONSULTANT is a multi-disciplined real estate and economic consulting firm and is qualified by experience and ability to perform the services desired by the CDC-HA, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CDC-HA agrees to engage the CONSULTANT to draft, solicit, and evaluate an RFP/Q for City-owned properties to create for-sale homeownership opportunities, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under the direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CDC-HA and CONSULTANT. The duration of this Agreement is from the effective date through June 30, 2026. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three (3) one-year extensions. Any extension of this Agreement must be approved in writing by the Executive Director of the CDC-HA.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”. The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CDC-HA for such services, except as authorized in advance by the CDC-HA.

The CONSULTANT shall only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the “not-to-exceed” cost estimate.

The CDC-HA may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT

under this Agreement. Upon doing so, the CDC-HA and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Community Development Manager hereby is designated as the Project Coordinator for the CDC-HA and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Linnie A. Gavino thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and, also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$89,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "A." Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CDC-HA.

The CONSULTANT 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 five (5) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CDC-HA, if requested.

6. **ACCEPTABILITY OF WORK.** The CDC-HA shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CDC-HA cannot agree to the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONSULTANT in this Agreement, the CDC-HA or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CDC-HA shall each prepare a report which supports their position and file the same with the other party. The CDC-HA shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents, with the exception of CONSULTANT'S proprietary computer models, prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CDC-HA for use with respect to this project; and (3) shall be turned over to the CDC-HA upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CDC-HA, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CDC-HA's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The

CONSULTANT shall, upon request of the CDC-HA, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CDC-HA may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CDC-HA's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CDC-HA of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CDC-HA, or for any liability to the CDC-HA should the documents be used by the CDC-HA for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CDC-HA, and are not entitled to any of the rights, benefits, or privileges of the CDC-HA's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CDC-HA for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CDC-HA. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CDC-HA, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CDC-HA. The CONSULTANT and its agents, servants, and employees are wholly independent from the CDC-HA and CONSULTANT's obligations to the CDC-HA are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the CDC-HA, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CDC-HA upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CDC-HA that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration, or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes, or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CDC-HA, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CDC-HA otherwise, the CONSULTANT warrants that all products, materials, processes, or treatments identified in the project documents prepared for the CDC-HA are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CDC-HA for any increased costs that result from the CDC-HA's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **DRUG FREE WORKPLACE.** The CONSULTANT agrees to comply with the CDC-HA's Drug-Free Workplace requirements. Every person awarded a contract by the CDC-HA for the provision of services shall certify to the CDC-HA that it will provide a drug-free workplace. Any subcontract entered into by the CONSULTANT pursuant to this Agreement shall contain this provision.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous

places available to employees and applicants for employment any notices provided by the CDC-HA setting forth the provisions of this non-discrimination clause.

15. **CONFIDENTIAL INFORMATION.** The CDC-HA may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CDC-HA. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CDC-HA. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

CONSULTANT shall be liable to CDC-HA for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

16. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the CDC-HA, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence or willful misconduct in the performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CDC-HA, its agents, officers, employees, or volunteers. CDC-HA will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

17.1 **PERS Eligibility Indemnification.** If CONSULTANT's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CDC-HA for the payment of any employer and employee contributions for PERS benefits on behalf of the

employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CDC-HA.

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CDC-HA; (4) receive any employer contributions paid by CDC-HA for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CDC-HA employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

17.2 Limitation of CDC-HA Liability. The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to CDC-HA employees. The CDC-HA will not make any federal or state tax withholdings on behalf of CONSULTANT. The CDC-HA shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

17.3 Indemnification for Employee Payments. CONSULTANT agrees to defend and indemnify the CDC-HA for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CDC-HA may be required to make on behalf of (1) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT construed to be an employee of the CDC-HA, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

18. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code, and all amendments thereto; and all similar state or federal acts or laws applicable; and shall indemnify, and hold harmless the CDC-HA and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought, or recovered against the CDC-HA or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

19. INSURANCE. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CDC-HA and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’s employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CDC-HA. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CDC-HA.

E. The aforesaid policies shall constitute primary insurance as to the CDC-HA, its officers, officials, employees, and volunteers, so that any other policies held by the CDC-HA shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CDC-HA’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

Community Development Commission-
Housing Authority of the City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the CDC-HA’s Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent List of Approved Surplus Line Insurers (“LASLI”) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CDC-HA’s Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 in full force and effect at all times during the term of this Agreement, the CDC-HA

may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of ten-thousand dollars (\$10,000) must be disclosed to and approved by the CDC-HA. CDC-HA reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CDC-HA shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CDC-HA.

20. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CDC-HA shall, in addition, be limited to the amount of attorney's fees incurred by the CDC-HA in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

21. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CDC-HA. Termination without cause shall be effective only upon sixty (60) day's written notice to the CONSULTANT. During said sixty (60) day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CDC-HA for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CDC-HA.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CDC-HA, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CDC-HA by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CDC-HA all rights set forth in Section 7.

E. The CDC-HA further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a

reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name, or change in business status of the CONSULTANT.

22. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile, or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified, or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile, or fax, when sent. Any notice, request, demand, direction, or other communication delivered or sent as specified above shall be directed to the following persons:

To CDC-HA: Angelita Palma
Community Development Manager
National City Housing Authority
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Linnie A Gavino
Senior Principal
Keyser Marston Associates, Inc.
555 W. Beech St., Suite 460, San Diego, CA 92101

Address for Payments: Keyser Marston Associates, Inc.
1299 Fourth St., Suite 408
San Rafael, CA 94901

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or communication sent. Any notice, request, demand, direction, or other communication sent by cable, telex, telecopy, facsimile, or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

23. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CDC-HA. The CONSULTANT also agrees not to specify any product, treatment, process, or material for the project in which the CONSULTANT has a material financial interest, either direct

or indirect, without first notifying the CDC-HA of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CDC-HA in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CDC-HA.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the CDC-HA in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CDC-HA for all damages, costs, or expenses the CDC-HA may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

24. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if state prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

25. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday, or federal, state, or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday, or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CDC-HA.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CDC-HA is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CDC-HA in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CDC-HA, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation, and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below.

**COMMUNITY DEVELOPMENT
COMMISSION-HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY**

KEYSER MARSTON ASSOCIATES, INC
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
Benjamin A. Martinez,
Executive Director

Date: _____

By: _____
Paul C. Marra
Vice President, Managing Principal

Date: 1/8/25

APPROVED AS TO FORM:

By: _____
Linnie A. Gavino
Senior Principal

Date: 1/8/25

By: _____
Barry J. Schultz
City Attorney

Date: _____

EXHIBIT "A"

KMA PROPOSED SCOPE OF SERVICES OWN NATIONAL CITY RFQ/P CITY OF NATIONAL CITY

OBJECTIVE

The City of National City (City) seeks to increase homeownership opportunities for National City residents as a tool for pursuing fair housing and equal access to housing. The City was recently awarded grant funding from SANDAG to undertake site assessments and study potential homeownership models as part of the City's Own National City initiative. As part of this effort, Keyser Marston Associates Inc. (KMA) is currently assisting the City with the preparation of a study (Study) assessing the development potential and feasibility of potential homeownership models. The findings from the Study will assist the City in determining which model(s) would be the best to pursue on six (6) City-owned properties (Properties), identified below:

Site	Address	Parcel Number		Site Size
#1	217 - 315 Highland Avenue	551-470-15	551-470-19	102,487 SF
		551-470-17	551-470-43	
		554-470-18	551-470-48	
#2	Corner of Division & R Avenue	552-403-14		6,400 SF
#3	38 W. 11 th Street	555-114-04		4,791 SF
#4	1028 A Avenue	556-553-08		3,911 SF
#5	500 Plaza Boulevard	556-560-39		16,990 SF
#6	3402 – 3404 Valley Road	556-290-71	564-290-74	187,146 SF
		564-310-03	564-290-75	

It is the City's objective to create affordable and market-rate for-sale housing on the Properties through the formation of partnerships with one or more private developers. Specifically, the City seeks to issue a Developer Request for Qualifications/Proposals and negotiate one or more public/private partnerships with the selected developer(s).

In response to the City's objective, KMA proposes to assist the City with the developer solicitation for the Properties. The KMA work program, fee estimate, and schedule for this assignment are detailed below.

SCOPE OF SERVICES

Task #1: Initiation and Due Diligence

- A. KMA will participate in a meeting with City staff to identify any questions or need for additional information.
- B. KMA will review applicable land use designations, development regulations governing the Properties, project data, applicable provisions required for disposition of the Site in accordance with the Surplus Land Act (SLA), and background information on the Properties. KMA will draw from information collected by the KMA Consultant Team for the Study.

Task #2: Developer Solicitation

- A. KMA will draft a developer solicitation document such as a Request for Qualifications (RFQ) or Request for Proposals (RFP). The RFQ/P will specify any project criteria, required financial terms, and timing of performance. It will establish submittal requirements in terms of the affordable housing developer's team, qualifications, financing approach, and financial proposal.
- B. KMA will prepare a financial pro forma template for inclusion within the RFQ/P.
- C. KMA will assist the City with identifying affordable and/or market-rate housing developers to receive the RFQ/P and review this list with the City.

Task #3: Facilitation of Developer RFQ/P Process

- A. KMA will prepare responses and/or addenda based on developer inquiries received during the RFQ/P process.

Task #4: Evaluation of Developer Proposals

- A. For each response received, KMA will review the submitted financial statements and qualifications to determine if the developer's financial condition and project experience are suitable for the proposed development.
- B. KMA will review the development proposals, financial pro formas, and proposed affordability restrictions for consistency with the standards of the RFQ/P guidelines for each development proposal received. KMA will model financial pro formas for each project itemizing: acquisition, development costs (direct, indirect, and financing), affordable sales prices, and warranted investment.

- C. KMA will model each developer's pro forma in our format, itemizing acquisition costs, development costs (direct, indirect, and financing), affordable sales prices, achievable sources of financing and estimated financing gap.
- D. If needed, KMA will submit one round of data requests to each developer in order to obtain missing information or clarification.
- E. KMA will estimate the overall feasibility of each proposed project, the reasonableness of the proposed financial transaction, and whether a City financial contribution is warranted.
- F. KMA will summarize each proposal in terms of estimated financing gap (total and per-unit, developer vs. KMA estimate) and complete a scorecard ranking financial feasibility for each proposal.
- G. KMA will document our findings in a presentation to the City, accompanied by supporting technical analyses.
- H. Based on the evaluation of the developer proposals and detailed financial analyses, KMA will recommend a list of finalists for further consideration and/or recommend that the City conduct interviews with some or all of the proposers. If needed, we will prepare interview questions to be distributed to the developers.
- I. KMA will participate in developer interviews as needed.

Task #5: Presentation

- A. KMA will prepare a draft presentation package (Report) summarizing our findings and accompanied by our supporting technical analyses. Our Report will be submitted in three (3) successive versions: Administrative Draft, Draft, and Final.
- B. KMA will attend one (1) public meeting with the City Council. Preparation will include presentation materials and/or responses to comments from Council members.

BUDGET AND SCHEDULE

KMA proposes to undertake these services on a time-and-materials basis in accordance with the attached hourly billing rate schedule. KMA requests that the City establish a consulting services budget of \$89,000, as broken out by task below.

Task		Approximate Schedule / Calendar Days		Budget
Task #1	Initiation and Due Diligence	January 22 – January 31	9 days	\$5,000
Task #2	Developer Solicitation	February 3 – March 18	43 days	\$16,500
	Prepare Draft Solicitation Document	February 3 – February 17	---	---
	Submit Administrative Draft to Legal Counsel	February 18	---	---
	Submit Draft RFP for City Council Staff Report	February 25	---	---
	Submit Final RFP to City	March 18	---	---
Task #3	Facilitation of Developer RFQ/P Process	March 19 – June 6	79 days	\$6,000
Task #4	Evaluation of Developer Proposals	June 9 – August 8	60 days	\$48,500
Task #5	Presentation	August 11 - September 16	36 days	\$12,500
Add:	Reimbursables			\$500
Total Budget				\$89,000

This budget includes all labor hours and reimbursables with the following limitations:

- Up to five (5) internal meetings with City staff
- Maximum of one (1) virtual or in-person public meeting
- Maximum of three (3) versions of each deliverable, i.e., Administrative Draft, Draft, and Final, in PDF format. If requested, KMA will provide up to 10 hard copies of each deliverable.

Our budget specifically excludes:

- Negotiations of business terms with the selected developer(s)
- Analyses of matters of a legal, planning/design, or environmental nature
- City Council briefings

LIMITATIONS

In accepting this proposal, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).
2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with

respect to the services provided hereunder and any information and material contained in KMA's work product.

3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

**KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES**

	<u>2024 THROUGH 6/30/25</u>	<u>7/1/25 – 6/30/26</u>
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$305.00	313.00
SENIOR PRINCIPALS*	\$295.00	302.00
PRINCIPALS*	\$275.00	282.00
MANAGERS*	\$245.00	251.00
SENIOR ASSOCIATES	\$205.00	210.00
ASSOCIATES	\$185.00	190.00
SENIOR ANALYSTS	\$170.00	174.00
ANALYSTS	\$145.00	149.00
TECHNICAL STAFF	\$105.00	108.00
ADMINISTRATIVE STAFF	\$90.00	92.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

RESOLUTION NO. 2025-

RESOLUTION OF THE BOARD OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY (CDC-HA) OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT IN A NOT-TO-EXCEED AMOUNT OF \$89,000 WITH KEYSER MARSTON ASSOCIATES, INC. TO DRAFT, SOLICIT, AND EVALUATE A REQUEST FOR PROPOSALS/QUALIFICATIONS FOR CITY-OWNED PROPERTIES TO CREATE FOR-SALE HOMEOWNERSHIP OPPORTUNITIES AND 2) AUTHORIZING THE ESTABLISHMENT OF APPROPRIATIONS IN THE AMOUNT OF \$89,000 IN THE LOW AND MODERATE INCOME HOUSING ASSET FUND.

WHEREAS, the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") seeks to increase homeownership opportunities for National City residents as a tool for pursuing fair housing and equal access to housing; and

WHEREAS, the City of National City ("City") accepted grant funds through City Council Resolution 2023-111 for SANDAG's Housing Acceleration Program Cycle 2 (HAP 2.0) to undertake a study of site assessments and potential homeownership models through a plan titled "Own National City" (also referred to as the "Study"); and

WHEREAS, Own National City will propel the implementation of City Council Policy No. 901 as well as the desired buildout of housing density prioritized through Focused General Plan Update (FGPU) land use and zoning code updates and will lay the foundation for the qualifications/proposals ("RFQ/P"); and

WHEREAS, Keyser Marston Associates Inc. ("KMA") responded to an RFQ for housing consulting services and entered into an On-Call Housing Services Agreement ("On-call Agreement") approved by CDC-HA Resolution 2024-93; and

WHEREAS, the On-Call Agreement was amended to add the grant HAP 2.0 funding through CDC-HA Resolution 2024-94 for KMA to conduct the Study; and

WHEREAS, the CDC-HA desires to utilize the information from the Study to draft, solicit, and evaluate a request for qualifications/proposals ("RFQ/P") for City-owned properties; and

WHEREAS, KMA is a multi-disciplined real estate and economic consulting firm and is qualified by experience and proven ability to provide services for a full RFQ/P cycle process; and

WHEREAS, KMA will continue to work on the Study during the period the RFQ/P would be released and out to bid; and

WHEREAS, funding for this agreement is available in the Low-and-Moderate-Income Housing Asset Fund.

NOW, THEREFORE, 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: That the Executive Director of the CDC-HA or their designee is authorized to execute an agreement with Keyser Marston Associates, Inc., in a not-to-exceed amount of \$89,000 to draft, solicit, and evaluate a RFP/Q to create for-sale homeownership opportunities.

Section 2: That appropriations of \$89,000 be established in the Low-and-Moderate-Income Housing Asset Fund based on available fund balance in that fund.

Section 3: 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 21st day of January, 2025.

Ron Morrison, Chairman

ATTEST:

Shelley Chapel, MMC, Secretary

APPROVED AS TO FORM:

Barry J. Schultz, General Counsel



AGENDA REPORT

Department: City Manager's Office
Prepared by: Benjamin A. Martinez, City Manager
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement with SuperC AI Inc. to Provide a Cloud-Based Software Program to Streamline the Management and Operation of Community Events and Activities.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with SuperC AI Inc. to Provide Cloud-Based Software and Services for a Community Calendar, in a Not-to-Exceed Amount of \$23,600."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

SuperC AI Inc. provides a cloud-based software program to municipalities desiring to engage their residents and businesses in the community. The program segments residents into highly precise micro-communities so that users enjoy a tailored experience, ensuring all feel welcome and valued. Their centralized calendar's design removes the hassle of searching, making participation in city and community programs and events effortless and fun. This program would replace the static calendar currently utilized on the City's website.

The longer-term goal of this program is to eventually empower all local organizations and resident-facing city departments to create events on one collaborative calendar. Eventually, it is anticipated that this program will also allow local businesses to market their products and services to active participants. Under the one-year agreement, SuperC AI Inc. will provide technical support to launch and administer the program for a total all-inclusive cost of \$23,600.

SuperC AI Inc. also contracts with several other municipalities including the Cities of Carlsbad, Claremont, Scottsdale and West Sacramento. Staff has reviewed their privacy, security and compliance standards and found them to be outstanding. These include annual preparation testing, Amazon Web Services (AWS) hosting, Distributed Denial Service (DDoS) to defend against attacks, and compliance with 10DLC regulations for SMS messaging in the United States. Lastly, their website and apps are accessible to individuals with disabilities following standards like WCAG 2.1 Level AA.

FINANCIAL STATEMENT:

If approved, the cost will be charged to Account #100-10-13-13100-7213 (Professional Services) in the City Manager's Office. The total cost of the services for a one-year period is \$23,600.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution



→ Service agreement – National City, CA

Customer Name: City of National City

Date: January 21, 2025

Email: bmartinez@nationalcityca.gov

Client number: 17471574591

(The "**City**" or the "**Customer**" or the "**Department manager**")

The Service Provider: **SuperC AI Inc. ('with')**, a Delaware Corporation, having its principal place of business at 1651 Beacon St., Newton MA, 02468 ("**with**" or the "**Company**").

→ General

with is a cloud-based software solution that streamlines the management and operation of community events and activities (the "**Service**" or "**Platform**"). The platform empowers city departments and authorized stakeholders to foster collaboration among residents, businesses, and communities, making the city more liveable, increasing the sense of place and belonging in your communities, and impacting the social and economic fabric.

→ Privacy and Terms of Use

The use of the Service is subject to the conditions specified in this Form and the [Service Agreement](#). In the event of any discrepancy between the terms and conditions set forth in this Form and the Service Agreement, the terms and conditions in this Form will prevail with regards to that specific issue.

→ Service Details – Start Package

Community Hub

Description	Quantity
Main hub web page interface	1
Community Solutions	1
Number of offerings on Community Hub	Unlimited



Number of community members	Unlimited
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PRM – People Relationship Management

Number of Platform admins	3
Data storage	10 GB

Community Assistant (“Community Bot”)

Branded community assistant	1
Customizing automated messages	✓
Direct communication with members on SMS	12,000
Direct communication with members on Email	60,000

Community Payments (“Integrated Payment Solution”)

Integrated payment system –Stripe	
Customer clearing account on Stripe	✓
Service fee per transaction	3.4% + 30¢

Customer Technical Support Service

Assigned Customer Success Manager	✓
Technical Support	Monday– Saturday 08:00–17:00 (PST)

→ Service period

12 months from signing the contract.



→ **Termination**

This contract shall not automatically renew upon its expiration. Renewal of the contract is contingent upon the mutual agreement of both parties. Both parties must provide written confirmation of their intent to renew the contract no later than thirty (30) days prior to the contract's expiration date. Failure to obtain such mutual approval will result in the termination of the contract at the end of its current term. This Agreement may be terminated by City upon seven (7) days written notice to Company. Monies owed for work satisfactorily completed shall be paid to Company within 14 days of termination.

Notwithstanding section 8.2 of the Service Agreement, in the event City elects to terminate this Agreement as set forth herein, Company shall refund to City a prorated portion of the annual fee paid by City to Company for the remaining term of the Agreement. For purposes of illustration, if City terminates the Agreement with nine (9) months left in the term, Company shall refund to City 9/12 of the annual fee paid by City.

→ **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

The parties hereby agree that any legal action or proceeding arising under, relating to, or connected with this Agreement shall be brought exclusively in the courts of the State of California sitting in San Diego County or the federal courts of the United States for the Southern District of California, and the parties hereby consent to the personal jurisdiction of such courts and waive any objection to the laying of venue in such courts, including any objection based on the grounds of forum non conveniens.

→ **HOLD HARMLESS**

Company agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising



out of the performance of Comapny under this Agreement. With regard to Company's work product, Company agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Company under this Agreement. To the maximum extent permitted by applicable law and except in the event of intentional misconduct, Company will not be liable for any indirect, incidental, consequential, special, statutory or punitive damages, losses (including loss of profit, loss of business or business opportunities and loss of data), costs, expenses and payments, either in tort, contract, or in any other form or theory of liability (including negligence), arising from, or in connection with, this agreement, any use of, or the inability to use, the service, the insights, any reliance upon the insights or any error, incompleteness, incorrectness or inaccuracy of the service or the insights. To the maximum extent permitted by applicable law and except in the event of intentional misconduct, the total and aggregate liability of the Company (including its staff), for direct damages arising out of or related to this agreement, the service or the insights, shall be limited to the Three (3) times the fees payable by the City to Company for the service in the preceding 12 months prior to when the event purportedly giving rise to the claim occurred.

→ **Assignment**

Customer may not assign this Agreement without obtaining Company's prior written consent. Any purported assignment without Company's prior written consent is void. To the greatest extent permissible by law, Company may assign this Agreement in its entirety, including all rights, duties, liabilities, performances, and obligations herein, only with prior written consent from the City, to a third party upon a merger, acquisition, change of control, or the sale of all or substantially all of Company's equity or assets. By virtue of such assignment, the assignee assumes Company's stead, including all rights, duties, liabilities, performances, and obligations hereunder, and Company shall be released therefrom.



→ Service payment

Description	Amount	Annual Fee
Start Package – ‘Main community calendar’	1	\$23,600
- ‘Business Module’ free for the first year (Early Adopter Discount)	1	~~\$4,800~~
Total		\$23,600

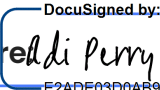
→ Service Confirmation by the City

EIN:	<u>95-6000749</u>	Date:	<u>January 21, 2025</u>
Full Name:	<u>Benjamin A. Martinez</u>	Position:	<u>City Manager</u>
Signature:			

Billing contact information

Full name: Benjamin A. Martinez	Phone: 619-336-4523	Email: bmartinez@nationalcityca.gov
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→ Service Confirmation by the Company

EIN:	<u>384195039</u>	Date:	<u>January 21, 2025</u>
Full Name:	<u>Adi Perry</u>	Position:	<u>CEO</u>
Signature:	 DocuSigned by: E2ADE03D0AB940F...		

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SUPERC AI INC. TO PROVIDE CLOUD-BASED SOFTWARE AND SERVICES FOR A COMMUNITY CALENDAR, IN A NOT-TO- EXCEED AMOUNT OF \$23,600.

WHEREAS, the City of National City ("City") engages outside consultants for specialized services, as needed; and

WHEREAS, the City is focused on improving outreach to the public regarding City events, services and programs; and

WHEREAS, the City is desirous of empowering local organizations and businesses to collaborate more effectively with the City; and

WHEREAS, the City has determined that SuperC AI Inc. ("SuperC") is qualified by experience and training, and has the ability to provide, software and related services for development of a community calendar in order to streamline the management and operation of community events and activities; and

WHEREAS, based on SuperC's experience providing such services to other public entities and their expertise and experience providing such specialized services, City staff recommends executing a one-year agreement with SuperC for a not-to-exceed amount of \$23,600.

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 to execute an agreement with SuperC AI Inc. in a not-to-exceed amount of \$23,600 to provide cloud-based software and services for a community calendar. 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 21st day of January, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Manager's Office
Prepared by: Benjamin A. Martinez, City Manager
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Agreement with Terra Realty Advisors to Provide Advice and Represent the City, in Connection with Various Real Estate Needs Including Outdoor Advertising Billboard Sign(s).

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute an Agreement with Terra Realty Advisors to Provide Advice and Represent the City in Connection with Various Real Estate Needs Including Outdoor Advertising Billboard Sign(s).

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Terra Realty Advisors, Inc. (TRA) specializes in collaborating with public agencies to provide advice in connection with their various real estate needs, including outdoor advertising billboard sign(s). TRA has provided these advisory services to hundreds of cities, school districts and other public entities throughout California. TRA proposes to perform these services as outlined in the attached Scope of Services related to potential billboard locations located along the I-5 corridor in National City. Among other benefits, the City of National City could generate significant revenue through agreements with billboard operators.

FINANCIAL STATEMENT:

If approved, the cost will be charged to Account #100-10-13-13100-7213- (Professional Services) in the City Manager's Office. The total cost of the service is not to exceed the amount of \$9,500 for a one-year period.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B - Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
TERRA REALTY ADVISORS**

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and TERRA REALTY ADVISORS, INC. (CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide advice and represent the City, as directed, in connection with various real estate needs including Outdoor Advertising Billboard sign(s), and shall perform these services and carry out such other responsibilities as are outlined in the attached Scope of Services.

WHEREAS, the CITY has determined that the CONSULTANT is a realty advisor and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide advice and represent the City, as directed, in connection with various real estate needs including Outdoor Advertising Billboard sign(s), and shall perform these services and carry out such other responsibilities as are outlined in the attached Scope of Services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONSULTANT. The duration of this Agreement is from January 21, 2025 through January 21, 2026. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit “A” to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Benjamin A. Martinez hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Scott Sheldon thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and, also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$9,500.00. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT 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 the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work

prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration, or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes, or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes, or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **DRUG FREE WORKPLACE.** The CONSULTANT agrees to comply with the CITY's Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the CONSULTANT pursuant to this Agreement shall contain this provision.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous

places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

16. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

17. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

17.1 **PERS Eligibility Indemnification.** If CONSULTANT's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well

as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

17.2 Limitation of CITY Liability. The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

17.3 Indemnification for Employee Payments. CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

18. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code, and all amendments thereto; and all similar state or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought, or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

19. INSURANCE. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’s employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the CITY’s Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent List of Approved Surplus Line Insurers (“LASLI”) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY’s Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 in full force and effect at all times during the term of this Agreement, the CITY may

treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of ten-thousand dollars (\$10,000) must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

20. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

21. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon sixty (60) day's written notice to the CONSULTANT. During said sixty (60) day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name, or change in business status of the CONSULTANT.

22. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile, or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified, or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile, or fax, when sent. Any notice, request, demand, direction, or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Benjamin A. Martinez
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Scott Sheldon
President
Terra Realty Advisors
450 Chadbourne Road, Suite G
Fairfield, CA 94534

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request, or communication sent. Any notice, request, demand, direction, or other communication sent by cable, telex, telecopy, facsimile, or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

23. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process, or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs, or expenses the CITY may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

24. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if state prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

25. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday, or federal, state, or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday, or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation, and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below.

CITY OF NATIONAL CITY

By: _____
Benjamin A. Martinez
City Manager

Date: _____

TERRA REALTY ADVISORS

(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

DocuSigned by:
By: Scott Sheldon
26B5951DB8254EC
Scott Sheldon
President

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Date: _____

CONTACT INFORMATION

CITY OF NATIONAL CITY
1243 National City Boulevard
National City, CA 91950-4397

Phone: (619) 336-4523
Contact: Benjamin A. Martinez
Title: City Manager
Dept.: City Manager's Office
Email: bmartinez@nationalcityca.gov

TERRA REALTY ADVISORY
450 Chadbourne Road, Suite G
Fairfield, CA 94534

Phone: 707-639-1000
Fax: 707-312-5200
Contact: Scott Sheldon
Title: President
Email: ssheldon@tra-inc.net
Taxpayer I.D. No.: 43-1970147



SCOPE OF SERVICES

Terra Realty Advisors, Inc. (TRA) who specializes in collaborating with public agencies, shall represent and provide advice to the City of National City ("Client"), as directed, in connection with their various real estate needs including Outdoor Advertising Billboard sign(s), and shall perform these services and carry out such other responsibilities as are set forth herein, and any additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities as designated from time to time by the Client.

Services shall be performed in the name, and on behalf of Client, and shall consist of the duties set forth herein; provided, however, the performance of any duty by TRA is not beyond the reasonable control of TRA:

Phase I Proposed New Digital Sign(s):

- (1) Research and due diligence on potential digital sign locations on I-5, with 3 sites identified as potential sites for a digital sign. Prepare a summary report on all findings, opportunities and constraints.
 - a. Site #1: Wilson between 17th & 18th Streets, City owned property
 - b. Site #2: Civic Center Drive @ McKinley Avenue, City owned property
 - c. Site #3: Rosevelt Avenue @ W. 8th Street, private owner (ARCO location)
- (2) Due Diligence on each site including title review, spacing, flagging to confirm visuals from I-5, strategies to meet City needs. Two meetings with staff.
- (3) Work with City staff and legal counsel to update the existing Sign Ordinance to permit digital LED signs at identified locations, as required.
- (4) Work with Caltrans to potentially change the current Landscape Freeway designation at all identified billboard locations, if required.
- (5) One meeting with the City Council to outline the potential opportunities and economic impacts to the City.
- (6) Review the existing agreement, and provide context and potential strategies regarding the existing digital sign located on City property at W. 30th Street.

Phase II As Directed:

- 1) Prepare and distribute a Request for Qualification and Proposal to qualified outdoor advertising sign companies for identified sites. As directed, work with the private party on identifying a sign company and potential economics to the City. Coordinate with City staff and legal counsel.

City of National City Scope of Work
Page 2 of 3

- 2) Work with City staff and legal counsel to negotiate new digital sign Lease(s) and/or Development Agreement as necessary for all identified sites.
- 3) Coordinate with the selected sign company(s) on behalf of the Client on all matters including obtaining all local entitlements and State permits.
- 4) Work with City staff on design and other entitlement matters as required for each potential sign.
- 5) Attend one (1) Planning Commission meeting and one (1) City Council meeting.

Compensation of the Consultant

In its capacity under this Agreement, TRA shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

**RATE SCHEDULE
2024/2025**

The following are the hourly rates for each position:

President	\$310.00/hr
Executive Vice President	\$265.00/hr
Senior Vice President	\$230.00/hr
Vice President	\$210.00/hr
Director of Due Diligence/Research	\$150.00/hr
Administrative/Clerical	\$ 95.00/hr

Invoices will be issued monthly and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days and shall bear interest at 1 1/2% per month.

The following Phase I Scope is an estimate of fees likely to be incurred for our services based on the attached Scope of Services. It is industry standard for the sign companies wishing to develop signs and receive a Development Agreement to pay an additional fee to the Agency to defray the costs of various consultants and legal counsel services, which will reduce the Clients initial cost. Per the attached Scope of Work we estimate the following fees:

Phase I budget not to exceed amount of **NINE THOUSAND FIVE HUNDRED (\$9,500.00)**. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before TRA charges for fees that exceed the stated budget.

If there is an identified site(s), TRA will prepare an updated Scope of Services, similar to the Phase II Scope outlined in this agreement.

Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal proceedings are additional costs, and will be charged at 1.5 times the hourly rates as shown above.

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND TERRA REALTY ADVISORS TO PROVIDE ADVICE AND REPRESENT THE CITY IN CONNECTION WITH VARIOUS REAL ESTATE NEEDS INCLUDING OUTDOOR ADVERTISING BILLBOARD SIGN(S) FOR A NOT-TO- EXCEED AMOUNT OF \$9,500.

WHEREAS, the City of National City ("City") engages outside consulting services for specialized projects; and

WHEREAS, the City is interested in considering new outdoor advertising billboard signage projects to generate local revenue; and

WHEREAS, this agreement will allow TERRA REALTY ADVISORS to perform work for the City to provide advice and represent the City in connection with various real estate needs, including outdoor advertising billboard sign(s) for a not-to-exceed amount of \$9,500; and.

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 to execute an agreement between the City and Terra Realty Advisors to provide advice and represent the City in connection with various real estate needs including outdoor advertising billboard sign(s) for a not-to-exceed amount of \$9,500 from January 21, 2025 to January 21, 2026.

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 21st day of January, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, 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, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Awarding a Contract to Cosco Fire Protection, Inc. dba Cosco Fire Protection for the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California 1) Awarding a Contract to Cosco Fire Protection, Inc. in the Not-To-Exceed Amount of \$252,500 for the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16; 2) Authorizing a 15% Contingency in the Amount of \$37,875 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On April 25, 2018, the Sweetwater Authority Board of Directors adopted Resolution 18-07 regarding their rates and updated regulations and rules. This resolution requires that all single swing check valves on fire service laterals be replaced with an approved Reduced Pressure Principle Backflow Prevention Detector Assembly (RPDA). Underground swing check valves on fire service laterals were designed to protect the public water supply from potential contamination that may arise from onsite fire sprinkler systems and private fire hydrant systems, as well as to prevent over-pressurization of the water main. The latest regulations implement the use of RPDA as the new standard based on a proven increase in effectiveness for this objective of preventing contamination to the potable water system. For this reason, the Sweetwater Authority has notified the City that it is required to update the existing underground swing checks with approved RPDAs at three locations: the National City Police Department (1200 National City Boulevard), the Martin Luther King Jr. Community Center (140 E. 12th Street), and City Hall (1243 National City Blvd).

The Fire Service Backflow Preventer Replacements Project, CIP No. 24-16 will remove the existing single swing check valves and install approved RPDAs at these identified locations.

On October 3, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors as a non-PLA project. On October 8, 2024 and October 14, 2024, the bid solicitation was advertised in local newspapers.

On November 8, 2024, three (3) bids were received by the 5:00 p.m. deadline. Cosco Fire Protection, Inc. dba Cosco Fire Protection, was the apparent lowest bidder with a total bid amount of \$252,500. Upon a review of all documents submitted, Cosco Fire Protection, Inc. dba Cosco Fire Protection's 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 Cosco Fire Protection, Inc. dba Cosco Fire Protection in the not-to-exceed amount of \$252,500 and authorizing a 15% contingency in the amount of \$37,875 to address any unforeseen conditions that may arise.

Attached are the Bid Opening Summary Sheet (Exhibit A) and a line-item summary of the three lowest bidders in the Summary of Bid Items (Exhibit B) for reference. Also attached is the Owner-Contractor Agreement (Exhibit C).

The contractor will need to prepare plans for review and approval by the Sweetwater Authority and the National City Fire Department. Once these plans are approved, construction can begin. Work is expected to start in the third quarter of 2025, with an estimated completion by the end of the year.

Updates will be provided on the City's CIP website at: <http://nationalcityprojects.com>.

FINANCIAL STATEMENT:

Appropriations for this request are available in the General Fund Facilities Upgrades project account.

Contract Award - \$252,500

Expenditure Account No. 100-10-18-18500-7598-1500100

15% Contingency - \$37,875

Expenditure Account No. 100-10-18-18500-7598-1500100

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

A Notice of Exemption under Categorical Exemption – Class 1 Section 15301(f) – Existing Facilities of the CEQA Guidelines was filed with the County Recorder's Office on October 24, 2024.

PUBLIC NOTIFICATION:

The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Bid Opening Summary

Exhibit B – Three Lowest Bidders Summary

Exhibit C – Owner – Contract Agreement

Exhibit D - Resolution



BID OPENING SUMMARY

NAME: Fire Service Backflow Preventer Replacements (NON-PLA PROJECT)
CIP NO: 24-16
DATE: November 8, 2024
TIME: 5:00 P.M.
ESTIMATE: \$220,000.
PROJECT ENGINEER: Luca Zappiello

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Cosco Fire Protection, Inc. dba Cosco Fire Protection 4990 Greencraig Lane San Diego, California 92123	\$252,500.00	Bond
2	HPS Mechanical, Inc. 3100 E. Belle Terrace Bakersfield, California 93307	\$302,770.00	Bond
3	Digital Fire Prevention 1180 Rosecrans St. #556 San Diego, California 92106	\$365,118.00	Bond

Exhibit B



Engineering & Public Works Department

Fire Service Backflow Preventer Replacements (NON-PLA PROJECT) CIP No. 24-16

Bid Opening Date: 11/8/2024

Three Lowest Bidders Summary

				Cosco Fire Protection, Inc. dba Cosco Fire Protection 4990 Greencraig Lane San Diego		HPS Mechanical, Inc. 3100 E. Belle Terrace Bakersfield		Digital Fire Prevention 1180 Rosecrans St. #556 San Diego	
Item No	Unit	Amount	Description	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	LS	1	Mobilization/Demobilization	\$11,000	\$11,000	\$33,700	\$33,700	\$5,000	\$5,000
2	LS	1	Traffic and Pedestrian Control	\$5,500	\$5,500	\$32,275	\$32,275	\$16,472	\$16,472
3	LS	1	1200 National City Boulevard - Removal of existing conflicting fire service equipment and install new fire service backflow preventer system	\$66,710	\$66,710	\$77,205	\$77,205	\$95,892	\$95,892
4	LS	1	140 E. 12th Street - Removal of existing conflicting fire service equipment and install new fire service backflow preventer system	\$73,510	\$73,510	\$77,980	\$77,980	\$94,714	\$94,714
5	LS	1	1243 National City Boulevard - Removal of existing conflicting fire service equipment and install new fire service backflow preventer system excluding wireless tamper switch	\$86,340	\$86,340	\$77,980	\$77,980	\$107,968	\$107,968
6	LS	1	1243 National City Boulevard - Provide and install wireless tamper switch	\$1,040	\$1,040	\$3,630	\$3,630	\$29,793	\$29,793
			Subtotal		\$244,100		\$302,770		\$349,839
Additive Bid									
7	LS	1	1200 National City Boulevard - Abatement of piping if lined with asbestos	\$2,800	\$2,800	\$0	\$0	\$5,093	\$5,093
	LS	1	140 E. 12th Street - Abatement of piping if lined with asbestos	\$2,800	\$2,800	\$0	\$0	\$5,093	\$5,093
8	LS	1	1243 National City Boulevard - Abatement of piping if lined with asbestos	\$2,800	\$2,800	\$0	\$0	\$5,093	\$5,093
			Subtotal		\$8,400		\$0		\$15,279
			Total		\$252,500		\$302,770		\$365,118

OWNER - CONTRACTOR AGREEMENT

FIRE SERVICE BACKFLOW PREVENTER REPLACEMENTS – CIP 24-16

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Cosco Fire Protection Inc. (“Contractor”)**, 4990 Greencraig Lane, San Diego, CA 92123 on the **21st day of January, 2025**, 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 13, 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:

Contractor:

Cosco Fire Protection Inc.

Ron Morrison
Mayor, City of National City

(Owner/Officer signature)

Print name and title

APPROVED AS TO FORM:

(Second officer signature if a corporation)

By: _____
Barry J. Schultz
City Attorney, City of National City

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

Fire Service Backflow Preventer Replacements (NON-PLA PROJECT) (CIP No. 24-16)

Bid Opening Date: 11/8/2024

				Cosco Fire Protection, Inc.	
Item Num	Unit	Quantity	Description	Unit Price	Line Total
1	LS	1	Mobilization/Demobilization	\$11,000.00	\$11,000.00
2	LS	1	Traffic and Pedestrian Control	\$5,500.00	\$5,500.00
3	LS	1	1200 National City Boulevard - Removal of existing conflicting fire service equipment and install new fire service backflow preventer system	\$66,710.00	\$66,710.00
4	LS	1	140 E. 12th Street - Removal of existing conflicting fire service equipment and install new fire service backflow preventer system	\$73,510.00	\$73,510.00
5	LS	1	1243 National City Boulevard - Removal of existing conflicting fire service equipment and install new fire service backflow preventer system excluding wireless tamper switch	\$86,340.00	\$86,340.00
6	LS	1	1243 National City Boulevard - Provide and install wireless tamper switch	\$1,040.00	\$1,040.00
				Subtotal	\$244,100.00
Bid Additive					
32	LS	1	1200 National City Boulevard - Abatement of piping if lined with asbestos	\$2,800.00	\$2,800.00
33	LS	1	140 E. 12th Street - Abatement of piping if lined with asbestos	\$2,800.00	\$2,800.00
34	LS	1	1243 National City Boulevard - Abatement of piping if lined with asbestos	\$2,800.00	\$2,800.00
				Subtotal	\$8,400.00
Total					252,500.00

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. 2025-_____, on the **21st day of January, 2025**, has awarded **Cosco Fire Protection Inc.**, hereinafter designated as the "Principal", the **FIRE SERVICE BACKFLOW PREVENTER REPLACEMENTS – CIP 24-16**

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 **Two Hundred Fifty-Two Thousand, Five Hundred (\$252,500.00) 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

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. 2025-_____, on the **21st day of January, 2025,** has awarded **Cosco Fire Protection Inc.**, hereinafter designated as the "Principal", the **FIRE SERVICE BACKFLOW PREVENTER REPLACEMENTS – CIP 24-16**

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 **Two Hundred Fifty-Two Thousand, Five Hundred (\$252,500.00) 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. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDED A CONTRACT TO COSCO FIRE PROTECTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$252,500 FOR THE FIRE SERVICE BACKFLOW PREVENTER REPLACEMENTS PROJECT, CIP NO. 24-16; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$37,875 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, on April 25, 2018, the Sweetwater Authority Board of Directors adopted Resolution 18-07 regarding their rates and updated regulations and rules, which included a requirement that all single swing check valves on fire service laterals be replaced with an approved Reduced Pressure Principle Backflow Prevention Detector Assembly (“RPDA”); and

WHEREAS, underground swing checks on fire service laterals were designed to protect the public water supply from potential contamination that may arise from onsite fire sprinkler systems and private fire hydrant systems, as well as to prevent over-pressurization of the water main; and

WHEREAS, in order to comply with Sweetwater Authority’s latest requirements, the City of National City (“City”) is required to update the existing underground swing check valves with approved RPDAs at three locations: the National City Police Department (1200 National City Boulevard), the Martin Luther King Jr. Community Center (140 E. 12th Street), and City Hall (1243 National City Blvd); and

WHEREAS, the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16 (the “Project”) will remove the existing single swing check valves and install approved RPDAs at the three identified City locations; and

WHEREAS, on October 3, 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 14th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on November 8, 2024, three (3) bids were received by the 5:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Cosco Fire Protection, Inc.’s bid in the total bid amount of \$252,500, 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 Cosco Fire Protection, Inc. in the not-to-exceed amount of \$252,500 for the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16; 2) authorizing a 15% contingency in the amount of \$37,875 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 Cosco Fire Protection, Inc. in the not-to-exceed amount of \$252,500 for the Fire Service Backflow Preventer Replacements Project, CIP No. 24-16.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of \$37,875 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 21st day of January, 2025.

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: Martha Juarez, Assistant Director of Engineering and Public Works
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Awarding a Contract to Rove Engineering Inc. for the Valley Road Storm Drain Replacement Project, CIP No. 24-21.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Rove Engineering Inc., in the Not-to-Exceed Amount of \$283,333.82 for the Valley Road Storm Drain Replacement Project, CIP No. 24-21; 2) Authorizing a 15% Contingency in the Amount of \$42,500 for any Unforeseen Changes; 3) Authorizing the Mayor to Execute the Contract; and 4) Authorizing the Establishment of an Appropriation in the Amount of \$325,833.82 in the Storm Response Contracted Services Account."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On January 22, 2024, San Diego County experienced a catastrophic rainstorm event (Storm Event) that was considered a "1 in a 1,000-year event" by the United States Geological Survey (USGS). After the Storm Event, the City of National City (City) and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure. On January 23, 2024, the Governor of California issued an Emergency Proclamation (Proclamation) to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04). Subsequent to this Proclamation, the California Office of Emergency Services (CalOES) announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred by the City. Staff has submitted the initial required documentation to CalOES for the storm damage experienced within the City and expects that this project will qualify for reimbursement under that process.

The Storm Event significantly impacted critical City infrastructure, including damage to the City's storm drain system at 3131 Valley Road, resulting in a sink hole in a private street located within the Bonita Paradise Mobile Home Park (see Exhibit A – Location Map). The condition was identified in the weeks following the storm and immediately stabilized. City staff, supported by on-call consultants, completed the evaluation and design to permanently repair the sink hole and replace approximately 32 feet of dual 71" X 47" Corrugated Metal Pipe (CMP) with dual 76" X 48" Elliptical Reinforced Concrete Pipe (RCP). The new installation will use RCP as the material of choice, which meets current industry standards.

On November 5, 2024, a bid solicitation for this project was posted on PlanetBids, a free public electronic bidding system for contractors. On November 6, 2024 and November 15, 2024, the bid solicitation was advertised in the local newspaper.

On December 12, 2024, eight (8) bids were received by the 1:00 p.m. deadline. Rove Engineering Inc. was the apparent lowest bidder with a total bid amount of \$283,333.82. Upon review of all documents submitted, Rove Engineering Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications. Attached are the Bid Opening Summary Sheet (Exhibit B), Summary of Bid Items (Exhibit C) comparing the three lowest bids, and the Owner-Contractor Agreement (Exhibit D).

Once the work is completed, staff will submit the remaining documentation and invoices required by CalOES for eligible reimbursement.

FINANCIAL STATEMENT:

If approved, appropriations of \$325,833.82 would be added to the FY 2025 General Fund budget in Expenditure Account 100-10-19-19900-7299- Storm Emergency Response Contracted Services. This amount includes the contract award of \$283,333.82 and the contingency of \$42,500.

Up to 75% of the costs for this project are expected to be eligible for reimbursement by CalOES, but reimbursement is not guaranteed.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

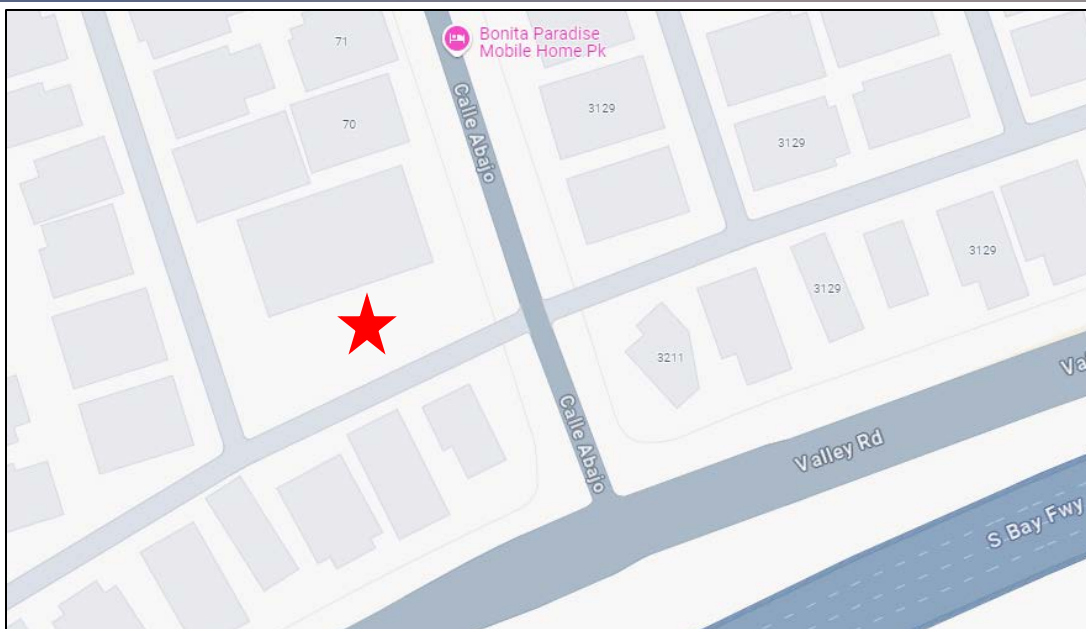
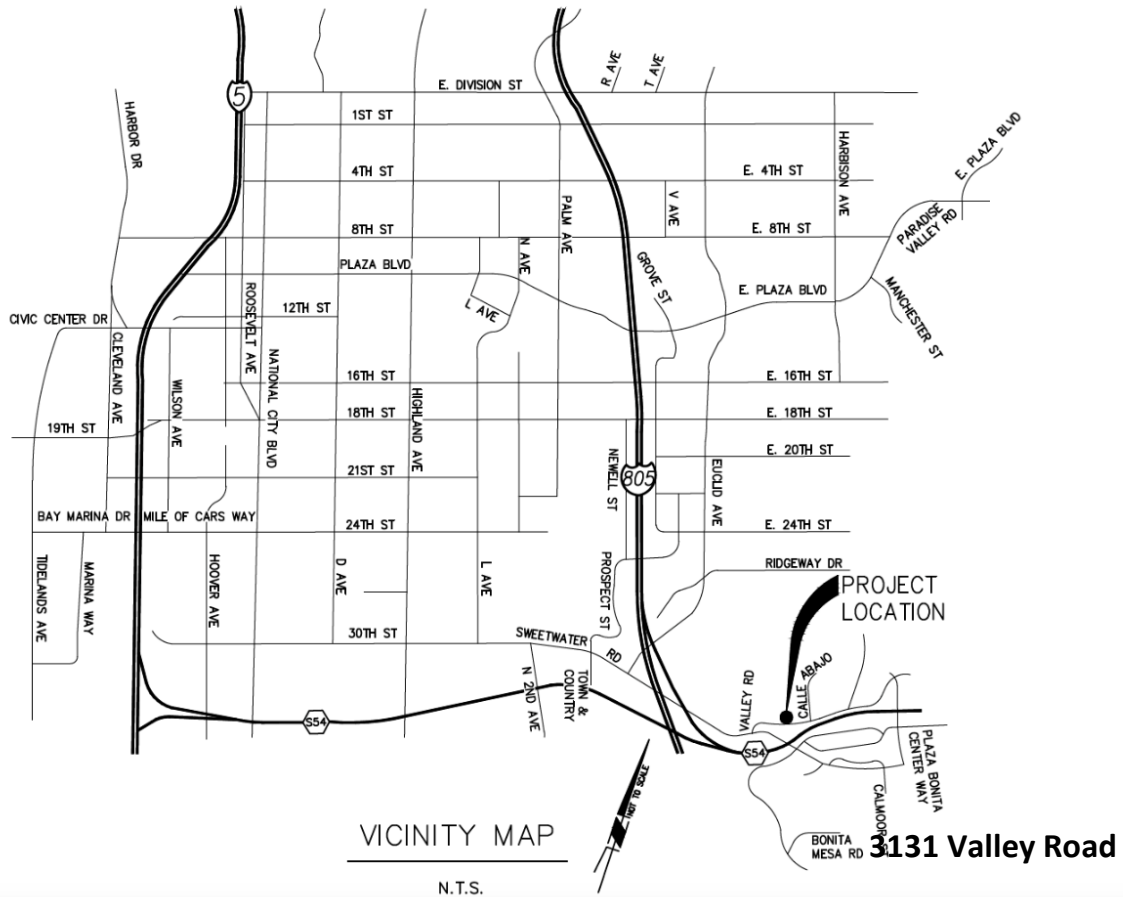
Not Applicable

EXHIBITS:

Exhibit A – Location Map
Exhibit B – Bid Opening Summary
Exhibit C – Summary of Bid Items
Exhibit D – Owner-Contractor Agreement
Exhibit E – Resolution

Location Map

Valley Road Storm Drain Replacement Project, CIP No. 24-21





BID OPENING SUMMARY

NAME: 3131 Valley Road Storm Drain Replacement
CIP NO: 24-21
DATE: December 12, 2024
TIME: 1:00 P.M.
ESTIMATE: \$300,000
PROJECT ENGINEER: Dennis Davies, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Rove Engineering, Inc 8291 Aero Place, Suite 100 San Diego, California 92123	\$283,333.82	Bond
2	In The Dirt Engineering P.O. Box 3232 Ramona, California 92065	\$ 284,983.20	Bond
3	Palm Engineering Construction Co. 3545 Camino del Rio South San Diego, California 92108	\$293,190.00	Bond
4	Wright Construction Eng. Corp. 2625 S Santa Fe Ave. San Marcos, California 92069	\$301,100.00	Bond
5	RAC Construction & Eng., Inc. 5811 Barbarossa Ct. San Diego, California 92115	\$358,730.00	Bond
6	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, California 92025	\$ 379,500.00	Bond
7	Quality Construction & Eng., Inc. 11956 Bernardo Plaza Drive #133 San Diego, California 92128	\$489,092.00	Bond
8	Montano Pipeline, Inc. 231 Fourth Avenue Chula Vista, California 91979	\$ 497,500.00	Bond

Exhibit C



SUMMARY OF BID ITEMS TOP THREE BIDS RECEIVED

NAME: 3131 Valley Road Storm Drain Replacement
CIP NO: 24-21
DATE: December 12, 2024
TIME: 1:00 P.M.
ESTIMATE: \$300,000
PROJECT ENGINEER: Dennis Davies, P.E.

Description	Unit of Measure	Quantity	Rove Engineering Inc.	In The Dirt Engineering	Palm Engineering Construction
Mobilization	LS	1	\$20,000.00	\$15,000.00	\$18,000.00
Site Demolition	LS	1	\$21,683.82	\$11,500.00	\$35,000.00
Traffic Control	LS	1	\$6,000.00	\$5,000.00	\$2,000.00
Water Quality Control	LS	1	\$13,500.00	\$2,500.00	\$8,000.00
Construction Surveying	LS	1	\$6,500.00	\$9,350.00	\$8,500.00
6" PCC Paving with Reinforcing	SF	750	\$23,250.00	\$20,250.00	\$29,250.00
Remove and Replace Existing Dual 71"X 47" CMP	LF	32	\$78,400.00	\$100,083.20	\$91,040.00
Pipe Connections to Existing CMP	EA	2	\$8,300.00	\$3,000.00	\$10,000.00
Modified Straight Head Wall and Channel Repair- RSD (D-31)	EA	1	\$37,500.00	\$20,000.00	\$15,000.00
2" AC Grind and Replace	SF	500	\$16,000.00	\$12,500.00	\$15,000.00
Replace Existing 6" Private Water line	LS	1	\$13,000.00	\$45,000.00	\$24,000.00
Replace Existing 2" Private Gas line	LS	1	\$12,000.00	\$20,000.00	\$12,000.00
Mortar Fill Existing CMP Invert (330 LF)	CY	6	\$13,200.00	\$10,800.00	\$5,400.00
Property Preservation inc.Replacement of CL Fence and Gate	LS	1	\$14,000.00	\$10,000.00	\$20,000.00
Total Bid			\$283,333.82	\$284,983.20	\$293,190.00

OWNER - CONTRACTOR AGREEMENT

Valley Road STORM DRAIN REPLACEMENT, CIP No. 24-21

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Rove Engineering Inc. ("Contractor"), 8291 Aero Place, Ste 100, San Diego, California 92123 on the _____ day of January, 2025, 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:

Contractor: Rove Engineering Inc

Ron Morrison
Mayor, City of National City

(Owner/Officer signature)

Attest:

Print name and title

Shelley Chapel
City Clerk, City of National City

(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

Description	Unit of Measure	Quantity	Item Unit Price	Bid Item Cost
Mobilization	LS	1	\$20,000.00	\$20,000.00
Site Demolition	LS	1	\$21,683.82	\$21,683.82
Traffic Control	LS	1	\$6,000.00	\$6,000.00
Water Quality Control	LS	1	\$13,500.00	\$13,500.00
Construction Surveying	LS	1	\$6,500.00	\$6,500.00
6" PCC Paving with Reinforcing	SF	750	\$31.00	\$23,250.00
Remove and Replace Existing Duel 71"X 47" CMP with Duel 76" x 48" Elliptical f	LF	32	\$2,450.00	\$78,400.00
Pipe Connections to Existing CMP	EA	2	\$4,150.00	\$8,300.00
Modified Straight Head Wall and Channel Repair- Regional Std. Drawing (D-31)	EA	1	\$37,500.00	\$37,500.00
2" AC Grind and Replace	SF	500	\$32.00	\$16,000.00
Replace Existing 6" Private Water line	LS	1	\$13,000.00	\$13,000.00
Replace Existing 2" Private Gas line	LS	1	\$12,000.00	\$12,000.00
Mortar Fill Existing CMP Invert (330 LF)	CY	6	\$2,200.00	\$13,200.00
Property Preservation including Replacement of Chain Link Fence and Gate	LS	1	\$14,000.00	\$14,000.00
Total Contract Price			Total	\$283,333.82

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: _____

ATTACH ALL BONDS

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO ROVE ENGINEERING INC. IN THE NOT-TO-EXCEED AMOUNT OF \$283,333.82 FOR THE VALLEY ROAD STORM DRAIN REPLACEMENT PROJECT, CIP NO. 24-21; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$42,500 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF \$325,833.82 IN THE STORM RESPONSE CONTRACTED SERVICES ACCOUNT.

WHEREAS, on January 22, 2024, San Diego County experienced a significant rainstorm event ("Storm Event") that was considered a "1 in a 1,000-year event" by the United States Geological Survey; and

WHEREAS, the City of National City ("City") and other cities within San Diego County declared a state of emergency and deployed City crews to clear debris and assess the severity of damage to homes, businesses and City infrastructure; and

WHEREAS, on January 23, 2024, the Governor of California issued an Emergency Proclamation ("Proclamation") to provide support in the response and recovery efforts from the Storm Event and to secure funding (CDAA-2024-04); and

WHEREAS, subsequent to the Proclamation, the California Office of Emergency Services announced that funding would be available for certain qualified storm-related emergency and permanent repairs, for up to 75% of the cost incurred; and

WHEREAS, the Storm Event significantly impacted critical City infrastructure, including damage to the City's storm drain system at 3131 Valley Road, resulting in a sink hole in a private street located within the Bonita Paradise Mobile Home Park; and

WHEREAS, the Valley Road Storm Drain Replacement Project, CIP No. 24-12 (the "Project") will permanently repair the sink hole and replace approximately 32 feet of failed dual 71" X 47" Corrugated Metal Pipe storm drain pipe; and

WHEREAS, on November 5, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on November 6th and November 15th, 2024, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on December 12, 2024, eight (8) bids were received by the 1:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Rove Engineering Inc.'s bid in the total bid amount of \$283,333.82, 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 Rove Engineering Inc. in the not-to-exceed amount of \$283,333.82 for the Valley Road Storm Drain Replacement Project, CIP No. 24-21; 2) authorizing a 15% contingency in the amount of \$42,500 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) establishing an appropriation in the amount of \$325,833.82 in the Storm Response Contracted Services account for the Project.

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 Rove Engineering Inc. in the not-to-exceed amount of \$283,333.82 for the Valley Road Storm Drain Replacement Project, CIP No. 24-21.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of \$42,500 for any unforeseen changes.

Section 3: That the City Council authorizes the establishment of an appropriation in the amount of \$325,834 in the Storm Response Contracted Services account.

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 21st day of January, 2025.

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, Community Development Manager
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Consent for an Operating Agreement between the San Diego Housing Commission and the South Bay Lighthouse Shelter Funding 37 Beds.

RECOMMENDATION:

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Consenting to the Execution of an Operating Agreement, Pursuant to Government Health and Safety Code Section 34208, Between the San Diego Housing Commission and San Diego Rescue Mission to Operate 37 Beds at the South County Lighthouse Shelter Located in National City at 2400 Euclid Avenue Through June 30, 2025 with Four One-Year Options to Renew."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Planning Commission Resolution 2021-12

EXPLANATION:

The San Diego Rescue Mission ("SDRM") South County Lighthouse Shelter ("Lighthouse Shelter"), a regional privately-owned non-profit facility, is located at 2400 Euclid Avenue in National City. The Lighthouse Shelter was approved by Planning Commission Resolution 2021-12, Case File No. 2021-13 CUP, and the Notice of Decision was provided to the City Council on December 7, 2021. The Lighthouse Shelter provides a transitional housing facility and Navigation Center serving men, women, and persons identifying as non-binary/gender-fluid, including children experiencing homelessness. Housing and services offered at the Lighthouse Shelter are typically 30 days, with extensions beyond 30 days on a case-by-case basis.

In November 2024, the San Diego Housing Commission ("SDHC"), a public agency formed pursuant to the provisions of Health and Safety Code Section 34292 and San Diego Municipal Code Section 98.0301 et seq., met with staff to discuss requesting formal consent by the City Council of the City of National City to allow SDHC to provide housing funds within the City of National City's Housing Authority boundaries (Exhibit "A").

SDHC Proposed Action

The California Health and Safety Code Section 34208 requires Housing Authorities that provide funding for a housing project within the boundaries of another jurisdiction to request consent from that jurisdiction. SDHC requests that the City Council of the City of National City ("City") provide consent by resolution for SDHC to execute an Operating Agreement with the San Diego Rescue Mission ("SDRM") to operate the South County Lighthouse Shelter Program ("Program") at 2400 Euclid Avenue in National City.

On November 22, 2024, the SDHC Board of Commissioners approved an Operating Agreement (Exhibit "B") in the amount of \$544,668 through June 30, 2025, with four one-year options to

renew in the amount of \$933,717 per year to operate a 37-bed, congregate shelter program. The Program would provide transitional housing, facility staffing, and case management services to 37 individuals from San Diego who identify as male or non-binary/gender fluid.

The scope of the Operating Agreement includes program standards, compliance monitoring and improvement activities administered by SDHC, program performance reports (metrics), and standards for requests for reimbursements. SDRM was awarded the Operating Agreement through a competitive Request for Qualifications (RFQ) which was released in June 2024 by the SDHC seeking to increase the capacity of the shelter system in the City of San Diego with a specific focus on vulnerable populations. From the five respondents received, SDRM was selected by a committee for their operator experience, specific programming, and site location, as the San Diego border is less than one mile from the South County Lighthouse Shelter.

Staff Recommendation

National City Staff recommends that the City consent to SDHC provide funding to the SDRM Lighthouse Shelter in National City per Section 34208. As of January 1, 2025, SDRM has staff capacity to provide case management services to 125 individuals experiencing homelessness. With the addition of the SDHC funds, the Lighthouse Shelter will be able to fully staff and utilize the facility at the maximum capacity of 162 beds. Additionally, the funds will allow the Lighthouse Shelter to provide long-term fiscal sustainability. Without the approval, SDHC cannot provide the funding, which will adversely affect the provision of 37 beds to house those individuals in need of this assistance.

SDRM has committed to prioritizing National City's unhoused homeless population first. As a regional shelter in the South Bay, the shelter welcomes people experiencing homelessness from Chula Vista, Imperial Beach, and San Diego.

FINANCIAL STATEMENT:

Not Applicable.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – SDHC-SDRM Program Agreement

Exhibit B – SDRM Letter

Exhibit C – Resolution



November 18, 2024

Dear Mr. Aguirre,

Thank you again for meeting with us. We appreciate your partnership. As discussed, the San Diego Housing Commission (SDHC), a public agency formed pursuant to the provisions of Health and Safety Code Section 34292 and San Diego Municipal Code Section 98.0301 et. seq., is formally requesting that the City Council of the City of National City adopt a City Council resolution to approve SDHC's action of partially funding the San Diego Rescue Mission's South County Lighthouse program.

This consent is required by Health and Safety Code Section 34208, entitled "Area of operation." The provision is set forth below for your reference. This consent is a requirement for any operation that includes funding of a "housing project" by SDHC within the boundaries of the City of National City, which adjoins the City of San Diego.

Health & Safety Code Section 34208.

"Area of operation," in the case of a city authority, includes the city and the area within five miles of its territorial boundaries. It does not include any area which lies within the territorial boundaries of another city unless the governing body of such other city has consented by resolution. It does not include any area which lies within the unincorporated area of any county for which an authority has been authorized to transact business. If a county authority becomes empowered to transact business and exercise its powers, a city authority empowered to transact business and exercise its powers in any of the unincorporated area of the county shall not initiate any further project within such unincorporated territory."

The San Diego Rescue Mission (SDRM) opened the South Bay Lighthouse which is located within one mile from the City of San Diego's southeast border in June 2024 to serve as a regional shelter for families with children, women and men. SDRM is a nonprofit organization that currently supports shelter operations with philanthropic dollars. SDRM is not currently at its full approved capacity due to funding constraints. SDHC has proposed to fund 37 of the 162 total beds (23%) to support City of San Diego residents who generally stay in the vicinity and/or work in the area. The program currently serves residents from across South Bay, including City of San Diego residents. The SDHC Board of Commissioners has approved moving forward with this plan, contingent upon required approvals from the City Council of the City of National City being obtained as outlined above.

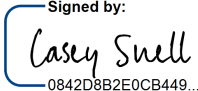
We appreciate your support with this item. Please let us know if we can offer any additional support and answer any additional questions. In addition, one of the activities under this project will include the deployment of additional outreach services in the vicinity of the shelter in an effort to connect unhoused to shelter. These resources will

also support the maintenance of a good neighbor plan to mitigate foot traffic and activity in or around the shelter to preserve relations with neighboring businesses and residents. Please let us know when the item is scheduled for hearing so that a representative of SDHC can appear in support of the proposed City Council resolution and to express our gratitude for the City Council's consideration of our request.

Thank you so much for your work in bringing this action item forward to the City Council. Without the approval, SDHC cannot provide the funding, which will adversely affect the provision of 37 beds to house those individuals in need of this assistance.

Sincerely,

Signed by:


0842D8B2E0CB449...

Casey Snell
Senior Vice President
Homelessness Housing Innovations
San Diego Housing Commission

cc: Lisa Jones, President and Chief Executive Officer, San Diego Housing Commission
Jonathan Herrera, Director, Homelessness Housing Innovations, San Diego Housing Commission

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR SOUTH COUNTY LIGHTHOUSE SHELTER
WITH

SAN DIEGO RESCUE MISSION

(More than \$250,000 and Other than Construction or Development)

Contract No. HHI-25-31

This Agreement, entered into this _____ day of _____ 2024,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel.: 619-231-9400

and the Contractor:

SAN DIEGO RESCUE MISSION
120 Elm Street
San Diego, CA 92101
Tel.: 619-687-3720

is made in accordance with the following terms and conditions:

101. **Definitions.** When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the “Schedule of Definitions,” attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work.** Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Specifications/Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be [DATE TBD], through June 30, 2025 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) **Extensions.** Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an “Extension Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) **Options.** The Commission may also extend the term for (4) additional one (1)-year periods

(each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term.

(c) Extensions and Options. Nothing contained in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission’s sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. **Compensation**. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms, which are attached hereto as Attachment D.

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Five Hundred Forty-Four Thousand Six Hundred Sixty-Eight and No/100 Dollars \$544,668 (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless Attachment D provides for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Specifications/Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) contain such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Necessary Approvals**.

(a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Contract to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Contract must be approved by the Board of Commissioners

of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

(b) In the event that the initial amount of this Contract exceeds, or a change order increases the total amount of this Contract to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Contract must be approved by the Housing Authority in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

106. **Contract Documents.** In addition to this instrument, this Contract includes the Schedule of Definitions, the General Conditions, the Specifications/Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, and the COVID-19 Protocols and Acknowledgement, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 21 of the General Conditions.

107. **Counterparts; Electronic Execution.** This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any “electronic signature” in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

Signature Page to Agreement for South County Lighthouse Shelter with San Diego Rescue Mission (Contract No. HHI-25-31):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

Contractor:

San Diego Rescue Mission

By: _____

Date: _____

Name: Paul Armstrong

Title: Vice President - Programs

Commission:

San Diego Housing Commission

By: _____

Date: _____

Name: Jeff Davis

Title: Deputy Chief Executive Officer

By: _____

Date: _____

Name: Casey Snell

Title: Interim Sr. Vice President, Homeless Housing Innovations

By: _____

Date: _____

Name: Suket Dayal

Title: Executive President and CFO, Business Administration

Approved as to Form:

Christensen & Spath LLP

By: _____

Date: _____

Name: Charles B. Christensen

Title: General Counsel, San Diego Housing Commission

Attachment A

Schedule of Definitions

1. “Agreement” or “Contract” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
5. “City” means the City of San Diego.
6. “Claims” means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
7. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the authorized officers, employees, and agents of the Commission.
8. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
9. “Conflict” means circumstances, known to the Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place the Commission and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission, the Authority, or the City may be jeopardized.
10. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
11. “Contractor” means the Party other than the Commission identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers, partners, limited partners, employees, agents, and subcontractors.
12. “COVID-19 Protocols and Acknowledge” means the terms and conditions specified in Attachment F to the Agreement.

13. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).
14. “General Conditions” means the terms and conditions contained in Attachment B to the Agreement.
15. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.
16. “Indemnitee” means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.
17. “Inspecting Agency” means the Commission and any of its duly authorized representatives.
18. “Initial Term” shall have the meaning ascribed thereto by Section 103.
19. “Maximum Compensation” shall have the meaning ascribed thereto by Section 104.
20. “Option Period” shall have the meaning ascribed thereto by Section 103(b).
21. “Parties” means the Commission and Contractor, collectively, and “Party” means either of the Parties, individually.
22. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.
23. “Specifications/Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

Attachment B General Conditions

1. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission, the Housing Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission's direction concern the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission, whether by contract or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission.

2. **Designated Representative.** Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission.

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

4. **Non-disclosure.** The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that:

- (i) Was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by the Commission;
- (ii) Subsequently becomes publicly known through no act or omission of Contractor;

(iii) becomes known to Contractor from a third party other than the Commission, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with the Commission if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;

(iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or

(v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives notice of such requirement to the Commission prior to such disclosure, if permitted by law; such shall be reasonably calculated to allow the Commission to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

5. **Contractor's Indemnification Liability.** Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnatee.

6. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required pursuant to this Section and comply with the other requirements of this Section.

(a) **Requirements for All Policies.** All commercial general liability, commercial automobile liability, and errors and omissions insurance policies required pursuant to this Section shall comply with the following:

(i) Each policy shall contain an endorsement stating that the policy may not be cancelled or materially altered or amended except upon written notice to the Commission via certified mail, deposited at least thirty (30) days prior to the effective date thereof.

(ii) Each policy shall contain an endorsement adding the Commission, the Authority, and the City, and their respective elected and appointed officials, officers, agents, employees, and representatives as additional insureds.

(iii) Each policy shall contain an endorsement stating it is primary and non-contributory to any insurance that may be carried by the Commission, the Authority, or the City.

(iv) Each policy shall contain an endorsement waiving subrogation against the Commission, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or in relation with Contractor's performance under this Agreement.

(v) No policy may contain an endorsement or other language limiting liability in scenarios in which an insured has a dispute with another insured or limiting contractual liability.

(b) Commercial General Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial general liability insurance, written on an ISO occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000. In addition to the endorsements required by Subsection (a), the policy shall contain an endorsement excluding all costs of defense from the policy limits.

(c) Commercial Automobile Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial automobile liability insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used in the performance of Contractor's duties and obligations pursuant to this Contract, written on an ISO form CA 00 01 12 90 or later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage, with a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

(d) Errors and Omissions Insurance. At all times during the term of this Agreement, Contractor shall maintain errors and omissions liability insurance in the amount of at least \$1,000,000 per occurrence.

(e) Workers' Compensation Insurance. At all times during the term of this Agreement, Contractor shall maintain workers' compensation insurance for Contractor's employees who perform Contractor's duties and obligations under this Agreement, to the extent and in the minimum amount required by the California law, with a minimum of \$1,000,000 of employer's liability coverage.

(f) Additional Requirements. In addition to the foregoing requirements, Contractor shall comply with the following requirements:

(i) Carriers. All carriers shall have a rating of "A-" or better as determined by A.M. Best Company, Inc.'s Financial Strength Ratings, shall be licensed to do business in the State of California, and shall be subject to the approval of the Commission. The Commission will accept non-admitted "surplus lines" carriers only if licensed to do business in the State of California and listed on the current "List of Approved Surplus Lines Insurers" maintained by the California Department of Insurance.

(ii) Certificate Holders. The Commission, the Authority, and the City shall be named as certificate holders on all insurance policies.

(iii) Timing. All insurance required by this Section must be bound and evidenced by certificates of insurance delivered to the Commission prior to the commencement of the Initial Term and shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify.

(iv) Deductibles. All deductibles and retentions shall be Contractor's sole responsibility.

(v) No Limitation on Liability. Contractor's liability shall not be limited in any way as a result of the insurance policies required by this Section.

(vi) No Increased Exposure. Contractor shall not modify any policy or endorsement required by this Section if doing so would increase the Commission's exposure to loss during the term of this Agreement.

(vii) Additional Insurance. Contract may obtain additional insurance not required by this Agreement.

(viii) Expiration. Prior to the expiration of an insurance policy required by this Section, Contractor shall provide the Commission with certificates evidencing that new or extended policies have been obtained that continue to meet the requirements of this Section. Contractor shall provide all endorsements for any new or extended policy within fifteen (15) days of the expiration date of such policy's predecessor.

(g) Commission Review of Policies. Upon the Commission's request, Contractor shall promptly submit to the Commission a copy of any policy required by this Section. If the Commission determines that any such policy is insufficient in light of the risk posed by Contractor's performance under the Agreement and in consideration of any change in relevant circumstances, the Commission may unilaterally amend this Agreement to add new coverages, increase coverage limits, reduce deductibles and retentions, or add or remove endorsements, as determined in the Commission's reasonable discretion, and Contractor shall comply with any the Agreement as amended.

7. **Insurance Proceeds**. If Contractor receives insurance proceeds when property owned or provided by the Commission, or procured using funds provided pursuant to this Agreement, has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing such property.

8. **Casualty, Fire, Natural Disaster, and Misused Property**. When property owned or provided by the Commission, or property procured using funds provided pursuant to this Agreement, is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of such property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to such property results from Contractor's acts or omissions, Contractor agrees to restore the such property to its original condition.

9. **Correction of Work.** Performance of the terms of this Contract shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.

10. **Compliance with Laws and Policies.** Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.

11. **California Equal Opportunity Requirements.** During the performance of this Contract, Contractor agrees as follows:

(a) Contractor and its subcontractors shall not deny this Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this Section 11 to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

12. **Records.** Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

(a) **Accounting Records.** In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.

(b) **Inspection and Photocopying.** At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

(c) **Copies of Records.** Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).

(d) **Storage.** Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at the Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) **Flow Down.** Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.

13. **Subcontracting.** No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission, which it may withhold in its sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission.

(a) **Requesting Consent.** In order to obtain consent to subcontract, Contractor shall submit to the Commission a list of all potential subcontractors and a description of work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed

except upon written approval of the Commission.

(b) Contractor's Liability. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.

14. Assignment. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission.

15. Preference for Domestic Materials. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

16. Preparation of Written Reports or Documents. Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

17. Termination. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in the Commission's interest. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

18. Patents and Copyrights. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

19. Drug-free Workplace. Contractor certifies to the Commission that it will provide a drug-free workplace and will:

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section 202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such

statement shall specify the actions that will be taken against employees for violation of such prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace.
- (ii) Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

20. **Plan of Operations.** Contractor shall submit to the Commission a complete plan of operations. Contractor shall promptly notify the Commission of any changes to the plan of operations.

21. **Labor Law.** Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

☐ If checked, additional state prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

☐ If checked, additional federal prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

22. **Entire Agreement.** This Agreement represents the sole and entire Agreement between the Commission and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party.

23. **Waiver.** No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

24. **Successors in Interest.** The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

25. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.

26. **Signing Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.

27. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission shall apply.

28. **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

29. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

30. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

31. **Attorney's Fees and Costs.** In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

32. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Specifications/Scope of Work (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the

health, safety, or general welfare of Contractor's clients or members of the public, the Commission shall give seven (7) days written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Contract, the right to cause another contractor or the Commission to take over the duties under the terms of the Contract, the right to sue for damages, specific performance or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of Contractor's clients members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Contractor. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission shall have the right to recoup any and all funds that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days written notice to cure any such breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

33. **Notices.** All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.

34. **Audit Requirements.** Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Contract. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contract.

35. **Contractor Evaluation Program.** An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time, and are incorporated herein in full by this reference.

36. **Interests of Current or Former Commissioners, Officers, and Employees.** No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement is situated, no member of the

governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of such work, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section shall result in unilateral and immediate termination of this Agreement by the Commission upon written notice to Contractor.

37. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@sdhc.org within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor, Contractor shall notify such consultant of the consultant's responsibility to file a Form 700 with the City's Clerk's Office within thirty (30) days of such termination or expiration.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor.

38. **Procedure for Handling Conflicts of Interest.** Except upon the prior, written consent of the Commission, which it may withhold in its sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Contract.

- (a) **Meet and Confer.** Contractor shall promptly notify the Commission in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the

Commission to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission, in order to continue to perform services for such client and the Commission without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission may terminate this Agreement immediately upon written notice to Contractor.

(b) When Consent Is Given. If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.

(c) Termination. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

Attachment C

Specifications/Scope of Work

1. PROGRAM OVERVIEW & OBJECTIVES

As part of the comprehensive approach of the City and the Commission to addressing homelessness, Contractor will operate the South County Lighthouse Shelter (“Program”). Utilizing the Housing First model, the Program’s objective is to provide safe, low-barrier shelter, as well as stabilization and supportive services, to prepare persons experiencing homelessness (“Program Clients”) for the most appropriate permanent or other longer-term housing solutions, contributing to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring.

The Program supports the Community Action Plan on Homelessness for the City of San Diego (“Action Plan”), a comprehensive 10-year plan that builds on recent progress, lays out short-term achievable goals, and serves as a guide for long-term success in addressing homelessness. The Action Plan identifies shelter interventions as critical entry points to the City’s Crisis Response System, and as necessary to facilitate permanent housing placements.

2. PROGRAM SITE LOCATION

Contractor will operate the Program at 2400 Euclid Ave, National City, CA 91950 (“Program Site”). The Program will operate year-round, with security and/or residential staff onsite 24 hours per day, seven days per week, including City holidays (“Program Operating Schedule”).

3. ADMINISTRATIVE OFFICE LOCATION

Contractor will maintain an administrative office at 120 Elm Street, San Diego, CA 92101. The days and hours of operation are seven days per week from 8:00 AM to 5:00 PM.

4. PROGRAM DESCRIPTION

The Program will provide persons experiencing homelessness who have not been successfully diverted from the homeless assistance system with shelter and diverse onsite supportive services including, but not limited to, stabilization and housing relocation services.

The Program will utilize a housing-focused model in which all services provided by the Program are focused on supporting Program Clients’ access to permanent or other longer-term housing as quickly as possible. The Program is intended to be a short-term solution to assist Program Clients in transitioning to the most appropriate longer-term or permanent housing resource.

The Program will utilize trauma-informed care, motivational interviewing and a harm reduction model. The Program will serve clients in a welcoming and solutions-focused environment; Contractor’s corporate culture must support this environment and be

reflected in client interactions and within the daily operations of the Program. All services must be client-centered and easily accessible. Services must be evaluated for effectiveness and adherence to approved policies and procedures on a regular basis with course corrections implemented as necessary to maintain Program fidelity.

The Contractor will adhere to all rules, regulations, performance standards, and requirements promulgated by the Regional Task Force on Homelessness (“RTFH”) and/or the San Diego City and County Continuum of Care (“San Diego CoC”), as in effect during the term of this Agreement¹. The Program will participate in the Coordinated Entry System (CES) in accordance with San Diego CoC standards and policies.

5. TARGET POPULATION & PROGRAM ELIGIBILITY

a. *Target Population*

The Program will serve adults identifying as male or non-binary/gender fluid and are most comfortable in a housing area with others who identify as male experiencing homelessness in the City.

The Program will participate in the City’s Coordinated Shelter Intake process.

b. *INTENTIONALLY OMITTED*

c. *Program Eligibility*

i. Each Program Client will be:

1. A person who meets HUD’s definition of Literally Homeless (Category 1), At Imminent Risk of Homelessness (Category 2), or Fleeing/Attempting to Flee Domestic Violence (Category 4)²;
2. Certified as homeless using HUD’s preferred order of documentation (24 CFR §576.500(b)); third party certification is preferred; and
3. A person identifying as male or non-binary/gender fluid and are most comfortable in a housing area with others who identify as male, aged 18 or older.

ii. In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued participation include, but are not limited to, the following:

1. Sobriety and/or commitment to be drug-free;

¹ Regional Task Force on Homelessness, [San Diego CoC Community Standards](https://www.rtfhsd.org/updates/updated-san-diego-coc-community-standards/), <https://www.rtfhsd.org/updates/updated-san-diego-coc-community-standards/>.

² HUD Exchange, Four Categories of the Homeless Definition, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/>.

2. Medication adherence for any medical condition;
3. Participation in religious services or activities;
4. Participation in drug treatment services, including Narcotics Anonymous (NA) or Alcoholics Anonymous (AA);
5. Payment of or ability to pay rent; and
6. Personal identification documents.

6. PROGRAM SERVICES

Contractor will ensure the following services are provided to Program Clients pursuant to this Agreement:

- a. A Housing First program with low barriers to entry and operations;
- b. A formal shelter intake and move-in process, in a welcoming and solutions-focused environment, to include a review of required intake documents, terms of service, and guidelines for community living.
- c. A housing-focused program which aims to resolve Program Clients' homelessness as quickly as possible. Related services include, but are not limited to:
 - i. Determining diversion opportunities;
 - ii. Self-sufficiency needs assessments;
 - iii. Development of housing plans, including stabilization strategies and client housing goals and objectives;
 - iv. Coordination with and referrals to County of San Diego, State of California, and federal programs, as well as nonprofits and social service agencies, as appropriate;
 - v. Assistance in locating safe and affordable permanent or other longer-term housing including determining housing interventions and opportunities outside of CES;
 - vi. Completion of intakes, screenings, assessments, and case conferencing or other integral components of CES pursuant to the San Diego CoC community standards and policies;
 - vii. Assistance with housing applications and supportive and subsidized housing paperwork;
 - viii. Advocacy for clients with prospective landlords;
- d. Basic shelter services including, but not limited to:
 - i. Appropriate 24-hour residential services and staffing;
 - ii. A minimum of 37 beds and other residential furnishings;

- iii. A minimum of two meals per day in compliance with all applicable health and safety regulations and guidelines;
 - iv. Showers, wash stations, restrooms, laundry facilities and/or laundry services, and storage for Program Clients' personal belongings;
 - v. Routine operating and client supplies, including but not limited to hygiene products, basic first aid supplies, and cleaning supplies;
 - vi. Telephone access and message services;
 - vii. Regularly laundered linens; and
 - viii. Mail services.
- e. Coordination to support testing and vaccinations for communicable diseases.

7. SYSTEM COORDINATION

a. *Homeless Management Information System (HMIS)*

- i. Contractor must enter and maintain data in the San Diego CoC-approved HMIS³.
- ii. Contractor must comply with all HMIS policies and procedures in effect during the term of this Agreement, as promulgated by the San Diego CoC, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry.
- iii. Contractor agrees to grant access to all data related to the Program in the San Diego CoC-approved HMIS to all appropriate Commission staff for purposes of data analysis, compliance monitoring, and performance monitoring.

b. *Coordinated Entry System (CES)*

- i. CES is designed to identify the most vulnerable persons experiencing homelessness in the region and prioritize and connect them to available community housing resources with as few barriers as possible.
 - 1. All programs providing services to persons experiencing homelessness have a role in CES.
 - 2. The CES process includes access, assessment, homeless response system navigation, prioritization, referral to appropriate housing resources, and placement.

³ Regional Task Force on Homelessness, Homeless Management Information System (HMIS), <https://www.rtfhsd.org/about-coc/homeless-management-information-system-hmis/>.

- ii. Contractor will participate in CES as established by the San Diego CoC and in alignment with San Diego CoC policies and procedures⁴ in effect during the term of this Agreement, including but not limited to:
 - 1. Attendance at required trainings and CES alignment meetings;
 - 2. Adherence to the progressive engagement process to remedy a current housing crisis as quickly and efficiently as possible;
 - 3. Use of diversion conversations throughout all stages of engagement with Program Clients;
 - 4. Participation and data entry in the HMIS, including applicable data elements related to the CES process, as established by the San Diego CoC;
 - 5. Participation in case conferencing; and
 - 6. All permanent housing Programs must receive referrals and fill Program vacancies through CES; any exception to this requirement must be reviewed and approved by the Commission and is subject to Applicable Law.

c. ***Coordinated Shelter Intake***

The Program must participate in the Coordinated Shelter Intake process administered by the Commission.

d. ***2-1-1 San Diego Participation***

- i. The Contractor must list the Program along with relevant Program details and services in the 2-1-1 San Diego database.
 - 1. Contractor must ensure the Program is accurately listed in the 2-1-1 San Diego database within 60 days of the full execution of this Agreement.
 - 2. A significant change to the Program including, but not limited to, a change to contact information, the referral process, or hours of operation, must be updated in the 2-1-1 San Diego database promptly, and no later than 30 days after the change.
- ii. To verify the Program is listed or for more information on how to apply for inclusion, please visit <http://211sandiego.org/for-agencies>.

⁴ Regional Task Force on Homelessness, [Coordinated Entry System Policies & Procedures](https://www.rtfhsd.org/wp-content/uploads/RTFH-2023-Revised-CES-Policies-and-Procedures-final.pdf), <https://www.rtfhsd.org/wp-content/uploads/RTFH-2023-Revised-CES-Policies-and-Procedures-final.pdf>.

e. ***Community Information Exchange (CIE)***

- i. Contractor must participate in and utilize the 2-1-1 San Diego database, CIE, in a manner that aligns with the Program's objectives and services and is appropriate for the model of service delivery.
- ii. At a minimum, CIE utilization must include access for direct service staff to log into CIE to view profiles of Program Clients to aid in the creation of service plans and coordination of care.
- iii. Contractor is expected to work with 2-1-1 San Diego to identify and implement the most appropriate level of integration for the Program; this may include the ability to enter/import data and accept/send electronic referrals through CIE.

8. PROGRAM STANDARDS

a. ***Program Policies and Procedures***

- i. Within 90 calendar days of the commencement of the term of this Agreement, Contractor must provide to the Commission complete written policies and procedures for the operation and administration of the Program in accordance with the requirements set forth in subsection ii.
 1. The Commission will review Contractor's Program policies and procedures for compliance and conformance with the specifications identified below in subsection ii.
 2. At a minimum, Contractor must review Program policies and procedures within 30 calendar days after commencement of each Option Period, as applicable, to ensure continued alignment with national, regional, and local best practices and standards and shall revise and update the Program policies and procedures accordingly.
 3. Promptly after the effective date of any material modification to a Program policy or procedure, Contractor shall provide a complete copy thereof to the Commission.
 4. Within 15 calendar days of any request thereof by the Commission, Contractor shall provide to the Commission any documents related to Program policies and procedures.
 5. At all times during the term of this Agreement, the Commission reserves the right to require reasonable changes to Program policies and procedures.
 6. Policies and procedures submitted to the Commission should be organized and include a table of contents, or key, outlining all content and a revision history table outlining changes to any

previously submitted policies and procedures, including the effective date and general description of the revision.

7. The Commission will endeavor to provide technical assistance for ongoing modifications and improvements to the Program policies and procedures based on Program Clients' feedback, Program outcomes, and best practices.
- ii. Contractor must adopt the San Diego Housing Commission Universal Terms of Service, Termination, Suspension & Appeals for Shelter/Residential Programming – Policies & Procedures (“Universal Shelter P & P”). Contractor must also adopt policies and procedures developed by the Commission or a third-party consultant as directed pursuant to Section 10.d of this Agreement. At a minimum, Program policies and procedures must include the following components:
 1. The Program as it relates to the target population and the surrounding community must be designed to ensure that it:
 - a. Is grounded in Housing First principles, harm reduction, trauma-informed care, diversion strategies, and cultural competency best practices;
 - b. Is in alignment with all fair housing, non-discrimination, and equal opportunity regulations and best practices in effect during the term of this Agreement; and
 - c. Includes a description for how internal and external resources and partnerships are utilized to maximize Program Client services;
 2. A description and specification of delivery method for all services outlined under Section 6 (“Program Services”);
 3. Processes for verifying and documenting homelessness in alignment with HUD’s recordkeeping and reporting requirements⁵, and the San Diego CoC standards and policies, including, at minimum, the following:
 - a. The process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to Program entry;

⁵ HUD Exchange, Documentation Requirements, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/documentation-requirements/>; Criteria and Recordkeeping Requirements for Definition of Homelessness, <https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/>.

- b. Evaluation using HUD's definitions of homeless⁶ and chronic homelessness⁷;
 - c. Identification of the categories of homelessness that apply to the Program;
 - d. A list with examples of documentation accepted by HUD to verify homelessness, with HUD's preferred order of verification identified;
 - e. The method for obtaining acceptable forms of documentation to verify homelessness; and
 - f. The process to obtain any outstanding third-party verifications not obtained prior to Program enrollment;
4. Demonstration of fidelity to Housing First, including:
- a. A description of the implementation and ongoing processes used to verify the Program is operated in a manner consistent with Housing First principles;
 - b. Utilization of an approach to quickly and successfully connect Program Clients to permanent housing without preconditions and barriers to entry;
 - c. Offering supportive services to Program Clients to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined case plan or treatment goals prior to permanent housing entry;
 - d. Processes to ensure the Program does not:
 - i. Require personal identification documents;
 - ii. Require a minimum level of income, payment or ability to pay;
 - iii. Screen out for substance use;
 - iv. Screen out for criminal record except as mandated by Applicable Law;
 - v. Screen out persons with a history of victimization (encompasses instances of domestic violence, dating violence, sexual assault, stalking, and other

⁶ See footnote 2.

⁷ HUD Exchange, Definition of Chronic Homelessness, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/definition-of-chronic-homelessness/>.

dangerous, traumatic, or life-threatening conditions related to such violence);

- vi. Screen out for findings on credit reports, such as bankruptcies or evictions;
- vii. Terminate assistance for failure to participate in supportive services, making progress on a service plan, or loss of income or failure to improve income;
- viii. Require medication adherence for any medical condition, unless non-adherence is in contradiction to public health guidelines related to communicable diseases; or
- ix. Require participation in religious services or activities;

5. City of San Diego Universal Shelter Terms of Services (“Universal Shelter TOS”), which includes the following elements, at minimum:

- a. Reference to violations that lead to immediate termination of Program Clients; and
- b. Rights of Program Clients including, at minimum, the following rights:
 - i. To have all rights, responsibilities, and Program rules and guidelines explained in the Program Client’s preferred language, directly or through interpretation or translation;
 - ii. To receive services without harassment or unlawful discrimination on the basis of race, color, creed, age, sex/gender, gender identity, gender expression, sexual orientation, religion, disability, nationality, or any other legally protected basis;
 - iii. To be treated fairly, with courtesy, dignity and respect;
 - iv. To have all personal information kept confidential unless released by a signed consent otherwise subject to disclosure in accordance with Applicable Law;
 - v. To have privacy when exchanging personal information;

- vi. To have access to, or copies of, information contained in the Program Client's case file;
 - vii. To have freedom from all types of abuse, exploitation, retaliation, humiliation, harassment, and neglect; and
 - viii. To request reasonable accommodation and to receive services in accordance with federal and state fair housing laws, and section 504 of the Rehabilitation Act of 1973;
- 6. A contraband control and confiscation policy;
 - 7. Program Client grievance policies and procedures, including a meaningful, low-barrier and expeditious appeal process;
 - 8. A Program Client confidentiality/privacy policy, including but not limited to:
 - a. Release of information (ROI) forms; and
 - b. Notice of Contractor's privacy practices or confidentiality policy to be provided to Program Clients;
 - 9. Program termination policies including, but not limited to:
 - a. Policies and procedures for documenting progressive discipline, incorporating restorative practices and other practices consistent with trauma-informed care, prior to termination for violations of Universal Shelter TOS; and
 - b. Procedures for Program Client to appeal termination from the Program as a result of violations of Universal Shelter TOS;
 - c. Utilization of the following forms provided by the Commission:
 - i. Notice of Termination of Shelter Services;
 - ii. Right to Appeal Termination from Shelter Services;
 - iii. Notice of Termination and Temporary Suspension from Shelter Services; and
 - iv. Right to Appeal Termination and/or Suspension From Shelter Services;
 - 10. Critical incident reporting policies and procedures;

11. Violence Against Women Act (VAWA)⁸ policies and procedures including, at minimum:
 - a. Notice of occupancy rights under VAWA;
 - b. Emergency Transfer Plans;
 - c. Confidentiality policy; and
 - d. INTENTIONALLY OMITTED;
12. Biohazard waste handling and disposal policies and procedures;
13. A limited English proficiency (LEP) or language access plan;
14. Policies and procedures for handling requests for reasonable accommodations, modifications, and appeals including, at minimum:
 - a. A procedure for Program Clients to request a reasonable accommodation;
 - b. A procedure for evaluating, tracking, and processing requests;
 - c. A procedure for informing the Program Client of the decision;
 - d. A procedure for Program Client appeals; and
 - e. A procedure for notification of final determination;
15. Policies and procedures for all mandated reporting categories served by the Program including protected classes such as elders, children, and dependent adults as defined by Applicable Law;
16. Policies and procedures designed to provide educational assurances for applicable youth served by the Program⁹;
17. Policies and procedures for service and assistance animals (including therapy animals and emotional support animals), and companion animals/pets;
18. Policies and procedures for non-discrimination and equity assurance;

⁸ VAWA encompasses instances of domestic violence, dating violence, sexual assault, stalking, and other dangerous, traumatic, or life-threatening conditions relating to such violence. 24 CFR §§ 574.604(a)(2), 576.409(f), and 578.99(j)(9).

⁹ San Diego County Office of Education, McKinney Vento Online Toolkit, <https://www.sdcoe.net/special-populations/homeless-education#fs-panel-15970>.

19. Policies and procedures for record management and retention that are designed to ensure compliance with this Agreement;
20. Policies and procedures for connecting households/individuals with appropriate resources when households/individuals requesting Program services are outside of the Program's target population.
21. INTENTIONALLY OMITTED;
22. INTENTIONALLY OMITTED;
23. INTENTIONALLY OMITTED; and
24. INTENTIONALLY OMITTED.

b. *Public Health*

- i. Contractor shall implement business practices to ensure compliance with Applicable Law regarding public health and public health guidelines to prevent the spread of communicable diseases.
- ii. Contractor shall require Program Clients to comply with Applicable Law regarding public health and all public health guidelines in effect during the term of this Agreement while accessing Program services.
- iii. Except as prohibited by Applicable Law, Contractor shall provide the Commission with any information or data requested by the Commission in order to coordinate a response to public health concerns or emergencies.

c. *Program Staffing*

- i. Nothing in this Agreement or this Scope of Work shall be interpreted or construed to create an employer-employee relationship between the Commission and Contractor or any of Contractor's employees, agents, or subcontractors.
- ii. Contractor must ensure that its Program staff adhere to all national, regional, and local best practices and standards for service delivery and communications/engagement with Program Clients including, but not limited to:
 1. Housing First best practices, including but not limited to, harm reduction;
 2. Diversity and cultural competency;
 3. Trauma informed care;
 4. Best practices for case management including, but not limited to:
 - a. Motivational interviewing; and
 - b. Progressive engagement; and

5. Fair housing practices.

- iii. Contractor's job descriptions for its Program staff must align with national, regional, and local best practices for delivery of all Program services. Upon the Commission's request, Contractor must provide current job descriptions for any Program staff within 15 calendar days of the request.
- iv. Upon the Commission's request, Contractor shall certify in writing to the Commission within 15 calendar days of the request that Contractor's Program staff possess the appropriate level of job skills and job knowledge to provide all Program services pursuant to this Agreement.
- v. As soon as practicable, Contractor must notify the Commission in writing of any staffing changes reasonably anticipated to adversely impact the administration of the Program or Contractor's ability to deliver any Program services or maintain a safe and sanitary Program Site.
- vi. Contractor must ensure all Program staff and volunteers are trained in the mandatory reporting policies and procedures specified above, in accordance with national, regional, and local general and professional guidelines.
- vii. Contractor must ensure all Program staff receive training on the Program's emergency preparedness plan, as referenced herein;
- viii. In the event volunteers perform any activities described in this Agreement:
 - 1. Volunteers are expected to adhere to all national, regional, and local best practices and standards for service delivery and communications/engagement with Program Clients; and
 - 2. Contractor must maintain written records related to volunteer activities.

d. ***Critical Incidents***

Contractor must report all critical incidents to the Commission as soon as possible, but no more than 24 hours after the incident occurred, in a form, format, and manner approved by the Commission. A "critical incident" is any actual or alleged event or situation involving a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of an individual involved with the Program.

e. ***Program Client Engagement in Service Delivery and Program Design***

i. **Program Client Satisfaction**

- 1. Contractor must maintain policies and procedures for:

- a. Collecting and evaluating feedback from Program Clients, including coordination with the Commission to implement any system-wide methods, such as the Pulse For Good program; and
 - b. Incorporating feedback from Program Clients into service delivery and Program design;
- 2. Contractor must provide quarterly reporting to the Commission of feedback from Program Clients, summarizing methods of data collection used during the reporting period, assessments of the data, and how the findings were or will be incorporated into Program service delivery and Program design.

ii. **Program Client Representation on Board**

Contractor agrees to coordinate and provide persons who are experiencing homelessness or have previously experienced homelessness access to evaluation of the Program services through participation in a Program advisory group or as a client member of the Contractor's board of directors or equivalent governing body, as required by Applicable Law¹⁰, or to the extent possible if not required by Applicable Law.

f. ***Program Records***

- i. All files pertaining to personal Program Client information must remain confidential and kept in a locked file cabinet or equivalent secure storage container. All computer files must be accessible by password only and otherwise secured using reasonable data security protocols.
- ii. Contractor must maintain an inventory of all equipment and furniture purchased with funds awarded through this Agreement.
- iii. INTENTIONALLY OMITTED.

9. PROGRAM SITE MANAGEMENT AND SECURITY

a. ***Program Site Management***

- i. INTENTIONALLY OMITTED.
- ii. Contractor must designate a point-of-contact who is available 24 hours a day, seven days a week, to address issues that may arise at the Program Site.
- iii. Contractor must report all suspected criminal activity to law enforcement in the area immediately surrounding the Program Site that presents a safety risk to the Program Site, Program Clients, or staff.

¹⁰ See CoC Interim Rule 24 CFR § 578.75(g) (Continuum of Care); 24 CFR § 576.405 (Emergency Solutions Grant).

- iv. Contractor must notify the City's Environmental Services Department (ESD) through the City's "Get It Done" reporting system, as soon as practicable, to address abandoned personal property and/or biohazard materials on public property within the immediate vicinity of the Program Site.
- v. Contractor shall ensure that the Program Site is safe and fit for human habitation at all times in accordance with Applicable Law. Contractor shall also provide routine janitorial services. The foregoing shall not be construed to impose a duty on Contractor to perform maintenance at the Program Sites or otherwise perform services that would require the payment of prevailing wages in accordance with Applicable Law in California.
 - 1. Nothing herein shall be construed to impose a duty on the Commission for the care or maintenance of the Program Site.
 - 2. In addition to any other requirements of the Agreement, Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Commission's choosing, at Contractor's sole cost and expense, the Commission from and against any and all claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability) relating to the health, safety, or welfare of occupants of the Program Site or the condition of the Program Site, except to the extent arising through the sole negligence or more culpable act or omission of the Commission.

b. *Program Site Security*

- i. Contractor must provide 24-hour security to ensure a safe environment at the Program Site for Program Clients, volunteers, and others who may come in contact with the Program Site.
- ii. Program security and safety measures must include, but are not limited to:
 - 1. Staffing plans for the Program Site, including any recommendations made by law enforcement, if applicable, to include at a minimum:
 - a. Control of access to all ingress/egress points, and monitoring of the perimeter and interior of the Program Site;
 - b. Utilization of appropriate de-escalation techniques as necessary;
 - c. Enforcing no smoking rules;
 - d. Reporting of any emergency to the fire department and/or law enforcement;

- e. Directing persons to exits and directing emergency responders to incident locations;
2. Staff at the Program Site must be trained on all emergency protocols, including how to alert and evacuate all persons in the event of a fire or other emergency;
3. Staff at the Program Site must ensure that egress paths are always maintained clear, unobstructed, and without combustible storage;
4. All staff at the Program Site, whether employed by Contractor, staffed through a third-party vendor, or volunteering, must be trained on the following:
 - a. Cultural competency to best serve the target population;
 - b. All public health and infectious disease prevention safety measures in effect during the term of the Agreement;
 - c. The Program's terms of service; and
 - d. Critical incident reporting.

c. *Emergency Preparedness*

- i. Contractor must maintain an emergency preparedness plan ("Emergency Plan") in effect throughout the term of the Agreement with the minimum elements specified below in Subsection ii. Contractor must:
 1. Provide a copy of the Emergency Plan to the Commission within 90 days of the commandment of the term of this Agreement;
 2. Review and, as appropriate, revise the Emergency Plan at the midpoint of the original term of the Agreement, and at the midpoint of the term of each Option Period, as applicable; and
 3. Within 15 calendar days of implementing any revisions to the Emergency Plan, provide a copy of the revised Emergency Plan to the Commission.
- ii. The Emergency Plan must include, at a minimum:
 1. Identification of the person(s) at the Program Site who is responsible for the initial response and subsequent action to be taken in the event of an emergency (i.e., the "persons in charge") during each shift;
 2. Emergency phone numbers and resources as well as a contact protocol for Contractor and Commission staff, accessible to all staff and security at the Program Site at all times.
 3. An emergency evacuation plan, posted at the Program Site at all times, which includes, at a minimum:

- a. A map indicating designated meeting locations for evacuees;
- b. A plan for immediate evacuation;
- c. A plan for delayed evacuation;
- d. Shelter-in-place procedures; and
- e. Re-entry procedures.
- f. A fire escape emergency plan and any other items necessary to comply with Fire Marshal inspections, recertifications, and guidance.
- g. Emergency procedures for the following events:
 - h. Fire;
 - i. Earthquake;
 - j. Flood;
 - k. Wildfire;
 - l. Tsunami;
 - m. Gas leak;
 - n. Power outage;
 - o. Medical emergencies; and
 - p. Workplace violence, including but not limited to, threats of violence, criminal activity, and active shooter situations;
- 4. Locations of emergency equipment and supplies, posted at the Program Site at all times;
- 5. Locations of utility and sprinkler shutoffs, posted at the Program Site at all times; and
- 6. Annual training on the Emergency Plan for all staff and volunteers working at the Program Site.

d. ***Community Engagement***

- i. Contractor must maintain a Community Engagement/Good Neighbor Plan for the areas surrounding the Program Site including, but not limited to:
 - 1. Methodologies for maintaining a clean and safe environment;
 - 2. Strategies for building positive relationships with the surrounding community/neighborhood, and proactively addressing potential or actual community concerns;
 - 3. Methods for electronic and/or written community feedback; and

4. Mechanisms to ensure community input has been reviewed and incorporated into operations plans, as appropriate.
- ii. Contractor must provide quarterly reporting to the Commission on community engagement efforts, as described in Contractor's Community Engagement/Good Neighbor Plan.
- iii. Contractor must attend meetings with community and other neighborhood groups as directed by the Commission.

10. MONITORING AND IMPROVEMENT ACTIVITIES

- a. Contractor must actively participate in compliance, performance monitoring, and improvement activities administered by the Commission. Monitoring activities may include, but are not limited to:
 - i. Program Client interviews or Program Client listening sessions, which the Contractor must assist in coordinating; and
 - ii. Review of client feedback data, such as data captured through the Pulse for Good program, to inform improvement activities.
- b. The Commission's staff involved in monitoring and/or administering the Agreement, and providing guidance or technical support to Contractor, may visit the Program Site from time to time. The Commission will make every effort to schedule these visits in advance.
- c. Attendance is required at the Commission's Fiscal Year Kickoff Workshop.
- d. Contractor must participate in any assessments that may be conducted by the Commission or a third-party consultant to assist the Commission, the City, and Contractor in ensuring Program design best meets the needs of the population being served, and aligns with national, regional, and local best practices and standards as determined by the Commission and the San Diego CoC. Contractor must adopt any policies and procedures resulting from any such assessment, upon written direction by the Commission to adopt.

11. MATCH AND LEVERAGE/IN-KIND COMMITMENTS

Contractor must provide summary documentation of any matching funds, leveraged, or in-kind resources used to enhance Program services and operations within 30 days following the end of the term of the Agreement.

12. PROGRAM OUTCOMES

- a. All Program progress must be documented in monthly or quarterly and term-end reports in a form and format determined by the Commission and shall be submitted to the Commission by deadlines determined by the Commission.
- b. INTENTIONALLY OMITTED.

- c. If specific performance outcomes are not met, Contractor may be required to submit a corrective action plan in a form and format determined by the Commission.
- d. The Commission reserves the right to modify or add new performance metrics to this Scope of Work from time-to-time upon reasonable consultation with Contractor.
- e. During the Agreement term, Contractor must make reasonable, good-faith efforts to accomplish the Program performance outcomes specified below:

PERFORMANCE OUTCOMES	MEASURE	TARGET
Persons Served	Occupancy Rate	At least 95%
Exits	Exits to Permanent Housing	At least 26% of all exits
	Exits due to violation of terms of service (involuntary exit)	Less than 15% of all exits
	Average length of stay for persons exiting the Program to Permanent Housing	160 days or less

- f. The Commission reserves the right to collect additional data elements related to Program operations, for the purposes of Program and system evaluation and analysis. Additional data elements may include, but are not limited to:

ADDITIONAL DATA ELEMENTS – REPORTING ONLY	
Persons Served	Number of Persons Served
	Client Demographics
Exits	Exits to Temporary Situations
	Exits to Institutional Situations
	Exits to Homeless Situations
	Exits to Other Situations
Length of Stay	Average length of stay for all persons exiting the Program
	Average length of stay for all “stayers” in the Program

ADDITIONAL DATA ELEMENTS – REPORTING ONLY	
Improved Self-Sufficiency	% of Adults who maintained or increased any income (i.e., total income) from start to exit
	% of Adults who maintained or increased earned income (i.e., employment income) from start to exit
	% of Adults who maintained or increased other cash income from start to exit
	% of Adults with non-cash benefits at Exit
	% of Persons with Health Insurance at Exit

13. REQUESTS FOR REIMBURSEMENT (RFR/INVOICE)

- a. Contractor must complete monthly RFR/Invoice submittals for items listed in the Budget (as defined in Attachment D), in a form and format determined by the Commission, and in alignment with the San Diego Housing Commission Fiscal Operating Manual for Homelessness Services Program Operators (“Fiscal Operating Manual”) in effect during the term of this Agreement, no later than the 15th day of the month after each reporting period, irrespective of weekends and holidays.
 - i. Contractor must provide appropriate supporting documentation as described in the Fiscal Operating Manual including, but not limited to: accurate legible copies of all pages of invoices and receipts; accurate copies of dated timesheets, approved by the employee; accurate copies of payroll service documents; proof of payment with the check number listed on the bank statement, a copy of the canceled check, or a proof of electronic funds transfer.
 - ii. Failure to submit appropriate accurate supporting documentation, or to respond to the Commission’s inquiries regarding such documentation, may result in denial or withholding of reimbursement.
 - iii. If there are no expenditures to report, Contractor must submit an RFR/Invoice verifying that there is no claim for the reporting period.
- b. If the RFR/Invoice and all supporting documentation are submitted timely and properly, the Commission will process payment no later than the thirtieth (30th) day of the month in which the RFR/Invoice was submitted.
- c. Delays in submitting reports, revised policies and procedures, responding to inquiries from the Commission, or otherwise complying with any deadline described in this Scope of Work may result in the withholding or delay of

reimbursements, or the exercise of other remedies available to the Commission pursuant to this Agreement.

14. REVERSION

Upon the expiration or earlier termination of this Agreement, the Commission may reallocate any and all Program funds on hand at the time of the expiration or termination, together with any and all accounts receivable attributable to the use of the compensation, as the Commission shall determine in its sole discretion. In such case, the Commission may procure alternative and/or additional contractors to perform the services described herein.

15. MEDIA/COMMUNICATIONS

- a. Contractor must coordinate with and seek the prior written consent of the Commission's Communications and Legislative Affairs Department before distributing any printed or electronic materials specific to the Program or regarding the experience of Program Clients. The Commission's consent will not be unreasonably withheld, conditioned, or delayed. Should the Commission fail to respond to a written request for consent within seven (7) days of the date of receipt, the Commission's consent shall be presumed.
- b. Contractor further agrees, recognizing the urgency with which the media frequently makes requests for information, that Contractor must make a reasonable, good-faith effort to promptly consult with Commission prior to responding to such inquiries.

16. DISENTANGLEMENT AND CLOSE-OUTS

- a. ***General Obligations***
 - i. Upon the expiration or earlier termination of this Agreement, the Commission may elect to have Program Services, substantially similar services, or follow-on services ("Disentangled Services") performed by the Commission or one or more separate contractors ("Replacement Contractor") and may require the Contractor to participate in the transition of Program Services to Replacement Contractor ("Transitioning Services"). Notwithstanding anything in this Agreement to the contrary, Contractor's obligations to the Commission pursuant to this Agreement shall not terminate unless and until all Disentangled Services, Transitioning Services, and close-out requirements are completed.
 - ii. Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") with minimal interruption of Program Services or adverse impact to Program Clients.

- iii. Contractor and the Commission shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.
- iv. Contractor shall cooperate with the Commission and otherwise take all steps reasonably required to assist the Commission in effecting a complete and timely Disentanglement.
- v. Contractor shall provide Replacement Contractor with all information regarding the Program Services and any other information needed for Disentanglement.
- vi. Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as the Commission may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.
- vii. If the Commission 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 (1) the applicable rates in the Agreement or a reasonable pro-rata of those prices, or (2) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by either an amendment or new agreement between the Commission and the Contractor and is subject to the Compensation terms of this Agreement.
- viii. Contractor's obligation to provide Disentanglement Services shall not cease until all Disentanglement obligations are completed to the Commission's reasonable satisfaction. The Commission shall not require Contractor to perform Disentanglement Services or Transitioning Services beyond 90 days after expiration or termination, provided Contractor meets all Disentanglement obligations and other obligations under this Agreement.

b. *Transfer of Leases, Licenses, and Third-Party Agreements*

- i. Contractor shall procure all authorizations necessary to grant Replacement Contractor the use and benefit of any third-party agreements for Program Services pending their conveyance or assignment to Replacement Contractor.
- ii. Contractor shall convey or assign to Replacement Contractor all leases, licenses, and other third-party agreements for the provision of Program Services procured under this Agreement, subject to written approval of the Replacement Contractor (and the Commission, if Replacement Contractor is other than the Commission).

- iii. Without limiting any other provision of this Agreement, Contractor shall reimburse the Commission 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.

c. ***Return, Transfer, and Removal of Assets***

Contractor shall return to the Commission all Commission assets purchased pursuant to this Agreement in the Contractor's possession, less normal wear-and-tear, to a delivery location(s) agreed upon by the Contractor and Commission. Costs associated with delivery of any Commission assets by the Contractor are eligible for reimbursement subject to the Compensation terms of this Agreement.

d. ***Client Authorizations***

Contractor shall obtain all consents and authorizations from Program Clients that are legally necessary to transfer Program Client data to Replacement Contractor.

e. ***Delivery of Documentation***

Contractor shall deliver to Replacement Contractor (and/or the Commission, if Replacement Contractor is other than the Commission), all documentation and data necessary for Disentanglement.

17. PUBLIC HEALTH EMERGENCY RESPONSE

- a. Contractor shall comply with the requirements of Section 8.b of this Agreement.
- b. Services provided under this Agreement may include the provision of services at other sites as deemed necessary or appropriate by the Commission to best serve Program Clients' needs in accordance with Applicable Law and all directions or guidelines related to mitigating a public health emergency.
- c. The number of beds/units and/or individuals/households Contractor is expected to support as reflected in this Agreement may be modified based on the availability of adequate goods, materials, and resources to provide sufficient logistical support to Program services and activities.

Attachment D Compensation Terms

For each contract term, the Parties shall agree upon a detailed budget (each, a “Budget”), developed in alignment with the Fiscal Operating Manual, which is incorporated into this Agreement by this reference. The summary of FY25’s Budget is outlined below, and the complete Budget is listed as Exhibit D-1 to this Agreement. All revisions to the line items in the Budget will shall be made in writing in a memorandum signed by the Parties, in alignment with the Fiscal Operating Manual. In no event shall any revisions to the Budget line items result in an increase to the Compensation amount listed in Paragraph 104 of this Agreement unless approved as a formal amendment.

Contractor shall submit all Invoices and requests for payment in compliance with the Fiscal Operating Manual and each applicable budget, as amended from time- to- time in accordance with the foregoing paragraph.

SPENDING CATEGORIES	City GF	TOTAL PROGRAM BUDGET
PERSONNEL EXPENSES (PE)	\$ 301,589.00	\$ 301,589.00
ADMINISTRATIVE (Negotiated Rate)	\$ 49,515.00	\$ 49,515.00
NON-PERSONNEL EXPENSES (NPE)	\$ 193,564.00	\$ 193,564.00
TOTAL PROGRAM BUDGET	\$ 544,668.00	\$ 544,668.00

Attachment E
Prevailing Wage Attachment (If Applicable)

DRAFT

Attachment F
COVID-19 Protocols and Acknowledgment

Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

The Commission hereby notifies Contractor that it is the Commission's policy to take all reasonably necessary and legally mandated precautions to safeguard the health, safety, and welfare of all persons that enter onto property owned or operated by the Commission or any of its affiliates ("Commission Properties").

In pursuit of that policy, Contractor and all of its subcontractors shall take all reasonably necessary and legally mandated precautions to comply with mandatory guidance and regulations promulgated by local, state, and federal public health authorities in the performance of work under this Contract. This includes, but is not limited to, practicing recommended social distancing and wearing approved facial coverings. Contractor and its subcontractors shall require all persons performing work on Commission Properties to wear an approved facial covering at all times while indoors and, when outdoors, any time recommended social distance cannot be maintained. In addition, the Commission strongly recommends Contractor and its subcontractors follow all other public health guidance related to the COVID-19 pandemic that is issued by local, state, and federal public health authorities, including, but not limited to, the California Department of Public Health, the U.S. Centers for Disease Control, the Division of Occupational Safety and Health of the California Department of Industrial Relations, and the federal Occupational Safety and Health Administration.

Nothing in this COVID-19 Protocols and Acknowledgement shall be construed to modify, amend, or otherwise alter the terms and conditions of the Contract, including the terms and conditions regarding indemnity or liability due to performance of work as set forth in the Contractor.

Contractor hereby acknowledges receipt of this COVID-19 Protocols and Acknowledgement, and, by execution below, represents that it understands and will comply herewith.

Contractor:
San Diego Rescue Mission

By: _____
Name: Paul Armstrong
Title: Vice President - Programs

Date: _____

RESOLUTION No. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CONSENTING TO THE EXECUTION OF AN OPERATING AGREEMENT, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34208, BETWEEN THE SAN DIEGO HOUSING COMMISSION AND SAN DIEGO RESCUE MISSION TO OPERATE 37 BEDS AT THE SOUTH COUNTY LIGHTHOUSE SHELTER LOCATED IN NATIONAL CITY AT 2400 EUCLID AVENUE THROUGH JUNE 30, 2025 WITH FOUR ONE-YEAR OPTIONS TO RENEW.

WHEREAS, the San Diego Rescue Mission (“SDRM”) South County Lighthouse Shelter (“Lighthouse Shelter”), located at 2400 Euclid Avenue in National City, is a regional privately-owned non-profit transitional housing facility and navigation center serving men, women, and persons identifying as non-binary/gender-fluid, including children experiencing homelessness; and

WHEREAS, the San Diego Housing Commission (“SDHC”), a public agency formed pursuant to the provisions of Health and Safety Code Section 34292 and San Diego Municipal Code Section 98.0301 et seq., approved an Operating Agreement with SDRM to provide transitional housing, facility staffing, and case management services to 37 individuals from San Diego who identify as male or non-binary/gender fluid at the Lighthouse Shelter; and

WHEREAS, the Operating Agreement provides funding in the amount of \$544,668 through June 30, 2025, with four one-year options to renew in the amount of \$933,717 per year; and

WHEREAS, California Health and Safety Code Section 34208 requires that any Housing Authority that provides funding to a housing project within another city’s territorial boundary, such as the Lighthouse Shelter in National City, receive consent by resolution from that city’s governing body; and

WHEREAS, SDHC requests the City Council of the City of National City (“City”) to consent by resolution to the execution of the Operating 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 of the City of National City hereby consents to the execution of the Operating Agreement between the San Diego Housing Commission and San Diego Rescue Mission to operate 37 beds at the South County Lighthouse Shelter Program (“Program”) through June 30, 2025 with four one-year options to renew.

Section 2: That 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 21st day of January, 2025.

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, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #19 for the Period of 11/01/24 through 11/7/24 in the Amount of \$2,645,672.24

RECOMMENDATION:

Ratify Warrants Totaling \$2,645,672.24

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 11/1/24 – 11/7/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Public Emp Ret	243110115	354,113.04	Service Period 10/15/24 – 10/24/24
Adminsure Inc	3436	256,020.57	Worker’s Comp Acct Replenishment / Oct 24

FINANCIAL STATEMENT:

Warrant Total \$2,645,672.24

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. 19



**WARRANT REGISTER # 19
11/7/2024**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
MOLINA, LUZ	REIMBURSEMENT FOR TRAVEL EXPENSES FOR BINA	372202	11/7/24	1,349.46
RODRIGUEZ, JOSE	CM RODRIGUEZ REIMBURSEMENT - SACRAMENTO	372213	11/7/24	118.50
	Total for Department			1,467.96
<u>Building/Planning</u>				
STAPLES BUSINESS ADV	MOP#45704 PLANNING OFFICE SUPPLIES	372167	11/7/24	24.88
STAPLES BUSINESS ADV	MOP#54704 BUILDING OFFICE SUPPLIES	372168	11/7/24	143.67
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	372169	11/7/24	8.41
BLUEBEAM INC	BLUEBEAM PLATFORM ALLOW IN HOUSE BLD PERMI	372181	11/7/24	330.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	372190	11/7/24	21,750.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	372191	11/7/24	26,767.96
THE STAR NEWS	PUBLIC NOTICE THE STAR-NEWS OCT 7 PC MEETING	372228	11/7/24	353.63
	Total for Department			49,378.55
<u>CAO</u>				
FOZI DWORK & MODAFFE	LEGAL SERVICES / SD UNIFIED MATTER	372194	11/7/24	18,280.95
	Total for Department			18,280.95
<u>City Clerk</u>				
CORODATA RECORDS	OFF SITE RECORD STORAGE	372130	11/7/24	55.65
CORODATA RECORDS	OFF SITE RECORD STORAGE	372130	11/7/24	55.65
STAPLES BUSINESS ADV	OFFICE SUPPLIES	372221	11/7/24	21.10
STAPLES BUSINESS ADV	OFFICE SUPPLIES	372221	11/7/24	61.91
STAPLES BUSINESS ADV	OFFICE SUPPLIES	372221	11/7/24	71.63
STAPLES BUSINESS ADV	OFFICE SUPPLIES	372221	11/7/24	41.53
THE STAR NEWS	PUBLIC NOTICING	372227	11/7/24	140.94
THE STAR NEWS	PUBLIC NOTICING	372227	11/7/24	156.31
THE STAR NEWS	PUBLIC NOTICING	372227	11/7/24	107.63
	Total for Department			712.35
<u>CMO</u>				
COUNTY OF SAN DIEGO	LOCAL AGENCY FORMATION COMMISSION (LAFCO) FY	372185	11/7/24	30,802.79
DEVANEY PATE MORRIS	LEGAL SERVICE - PORT OF SAN DIEGO	372187	11/7/24	7,000.00
DEVANEY PATE MORRIS	LEGAL SERVICE - PORT OF SAN DIEGO	372187	11/7/24	9,075.00
SMART & FINAL	CULTURE CLUB COFFEE	372219	11/7/24	515.62
SMART & FINAL	CULTURE CLUB DEPT MONTHLY COFFEE- AUGUST	372219	11/7/24	31.97
SPARKLETTS	FINANCE WATER	372220	11/7/24	106.87
SPARKLETTS	WATER FOR FINANCE DEPARTMENT	372220	11/7/24	292.75
	Total for Department			47,825.00
<u>Community Services/Nutrition/Library</u>				



WARRANT REGISTER # 19
11/7/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372123	11/7/24	530.58
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372123	11/7/24	568.84
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372123	11/7/24	3,431.69
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372124	11/7/24	1,459.90
CASTANEDA, JUANITA	NRPA CONFERENCE PRC#T3288/CSD	372127	11/7/24	5.99
LEXIA LEARNING SYSTE	LEXIA- SUBSCRIPTION RENEWAL, LEXIA CORE5 REAI	372144	11/7/24	440.00
STAPLES BUSINESS ADV	LIBRARY- PAPER, PENS, SHEET PROTECTORS, KLEEI	372166	11/7/24	776.39
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT PURCHASES	372177	11/7/24	449.88
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT PURCHASES	372177	11/7/24	358.82
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT PURCHASES	372177	11/7/24	1,078.30
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT PURCHASES	372177	11/7/24	714.53
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT PURCHASES	372177	11/7/24	901.81
AMAZON CAPITAL SERVI	RECREATION DANCE SUPPLIES/CSD	372177	11/7/24	202.14
AMAZON CAPITAL SERVI	RECREATION CENTER ICE PACKS/CSD	372177	11/7/24	156.60
BEST BUY BUSINESS	BEST BUY- COLLECTION FEE	372180	11/7/24	660.93
SMART & FINAL	MOP 45756 SR PRGM SUPPLIES/CSD	372219	11/7/24	122.57
SMART & FINAL	MOP 45756 CASA YOUTH PRG FALL FESTIVAL/CSD	372219	11/7/24	151.46

Total for Department 12,010.43

Engineering / PW's

ACCI ROOFING SERVICE	CIP 23-14 CASA DE SALUD ROOF REPLACEMENT	372121	11/7/24	47,405.00
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2025	372128	11/7/24	1,329.13
GRAINGER	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	372139	11/7/24	62.81
GRAINGER	MOP 65179 AUTO SUPPLIES FY25-PW/EQM	372139	11/7/24	284.33
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372139	11/7/24	141.18
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	372142	11/7/24	596.28
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET AUG FY25-PW/EQM	372149	11/7/24	775.00
NATIONAL CITY TROPHY	MOP 66556 NAME PLATE FY25-PW/FAC	372150	11/7/24	23.76
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372151	11/7/24	39.04
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372151	11/7/24	496.16
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372151	11/7/24	30.96
PACIFIC PRODUCTS & S	TRAFFIC CONTROL SUPPLIES FOR FY25-PW/STS	372153	11/7/24	422.35
PARTS AUTHORITY METR	MOP 75643 AUTO SUPPLIES FY25-PW/EQM	372154	11/7/24	180.56
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372154	11/7/24	22.91
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372154	11/7/24	21.71
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372154	11/7/24	8.49
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372155	11/7/24	143.77
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372155	11/7/24	78.08
PRATT, JAYSON	T&A 90713 REFUND FOR 3028 D AVE.- BOND	372156	11/7/24	1,000.00
PRATT, JAYSON	TA 90707 REFUND FOR 3028 D AVE.-UTILITY SDGE PC	372156	11/7/24	269.74
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	372157	11/7/24	316.86
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	372157	11/7/24	43.83
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	209.28
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	80.52
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	121.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	38.06
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	181.92



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	76.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372157	11/7/24	39.91
PROJECT PROFESSIONAL	CIP 23-12 PD AND MLK FIRE BACKFLOW PREVENTER	372158	11/7/24	337.00
PROJECT PROFESSIONAL	CIP 24-06 LIBRARY DOOR UPGRADES	372158	11/7/24	1,345.75
PROJECT PROFESSIONAL	CIP 24-07 PROFESSIONAL SVCS FOR ARTS ROOF REI	372158	11/7/24	1,808.00
PROJECT PROFESSIONAL	CIP 24-07 PROFESSIONAL SVCS FOR ARTS ROOF REI	372158	11/7/24	1,514.50
PROJECT PROFESSIONAL	PROFESSIONAL SERVICES FOR CASA DE SALUD	372158	11/7/24	1,733.50
PROJECT PROFESSIONAL	NC SIGN REMOVAL AND FOUNDATION DEMOLITION	372158	11/7/24	1,381.15
PROJECT PROFESSIONAL	CIP 24-07 PROFESSIONAL SVCS FOR ARTS ROOF REI	372158	11/7/24	1,525.50
PROJECT PROFESSIONAL	NC SIGN REMOVAL AND FOUNDATION DEMOLITION	372158	11/7/24	1,695.00
PROJECT PROFESSIONAL	CIP 20-01 AMENDMENT 3 FOR P1 SEWER UPSIZE PRC	372158	11/7/24	672.00
PROJECT PROFESSIONAL	STORM - 16TH ST AND MA AVE STORM DRAIN REPAIF	372158	11/7/24	7,383.32
PROJECT PROFESSIONAL	STORM - 16TH ST AND MA AVE STORM DRAIN REPAIF	372158	11/7/24	5,164.50
PROJECT PROFESSIONAL	STORM- PROF SERVICES FOR 3131 VALLEY RD STOR	372158	11/7/24	2,427.00
PROJECT PROFESSIONAL	NTP- STORM - LAS PALMAS GOLF COURSE STORM DI	372158	11/7/24	1,141.00
PROJECT PROFESSIONAL	STORM - NTP PARADISE CREEK EMERG STORM DRAI	372158	11/7/24	1,933.00
PROJECT PROFESSIONAL	STORM - NTP PARADISE CREEK EMERG STORM DRAI	372158	11/7/24	2,833.25
PROJECT PROFESSIONAL	EL TOYON PARK 68 GRANT	372158	11/7/24	889.25
PROJECT PROFESSIONAL	CIP 22-25- AMENDMENT # 1 FOR FRANC ADMINISTRA	372158	11/7/24	1,728.50
PROJECT PROFESSIONAL	CIP 24-09 KIMNBALL PARK BASKETBALL COURT FENC	372158	11/7/24	678.75
PROJECT PROFESSIONAL	AMENDMENT # 2 FOR SOLID WASTE ADMINISTRATIOI	372158	11/7/24	662.50
PROJECT PROFESSIONAL	CIP 22-25- AMENDMENT # 1 FOR FRANC ADMINISTRA	372158	11/7/24	2,176.50
PROJECT PROFESSIONAL	CIP 24-09 KIMNBALL PARK BASKETBALL COURT FENC	372158	11/7/24	1,456.00
PROJECT PROFESSIONAL	AMENDMENT # 2 FOR SOLID WASTE ADMINISTRATIOI	372158	11/7/24	1,987.50
PROJECT PROFESSIONAL	CIP 22-25- AMENDMENT # 1 FOR FRANC ADMINISTRA	372158	11/7/24	1,286.00
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	372159	11/7/24	75.44
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	372161	11/7/24	81.87
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	372163	11/7/24	388.79
SO CAL TRUCK STOP	MOP 45758 DIESEL FY25-PW/EQM	372164	11/7/24	163.29
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	372166	11/7/24	33.26
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	372166	11/7/24	31.54
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	372166	11/7/24	23.78
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	372166	11/7/24	78.92
T MAN TRAFFIC SUPPLY	MOP 76666 STREET SUPPLIES FY25-PW/STS	372170	11/7/24	302.94
T MAN TRAFFIC SUPPLY	MOP 76666 STREET SUPPLIES FY25-PW/STS	372170	11/7/24	302.94
T MAN TRAFFIC SUPPLY	MOP 76666 STREET SUPPLIES FY25-PW/STS	372170	11/7/24	360.81
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	372171	11/7/24	449.68
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	372171	11/7/24	155.34
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES FY25-PW/EQM	372173	11/7/24	74.27
WILLY'S ELECTRONIC S	MOP 45763 IGNITION KEY SWITCH FY25-PW/EQM	372174	11/7/24	25.14
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/FAC	372174	11/7/24	93.73
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/FAC	372174	11/7/24	118.57
WINSUPPLY SOUTH BAY	PLUMBING SUPPLIES FY25-PW/FAC	372175	11/7/24	34.21
ASBURY ENVIRONMENTAL	USED OIL PICK UP FY25-PW/EQM	372178	11/7/24	102.00
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	372182	11/7/24	380.63
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE OF ENG PLOTTER/SCAN	372183	11/7/24	88.57
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE OF ENG PLOTTER/SCAN	372183	11/7/24	111.42
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372195	11/7/24	129.91



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11/7/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372195	11/7/24	113.92
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372195	11/7/24	92.40
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	372196	11/7/24	882.70
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	372196	11/7/24	745.59
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	454.04
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	631.51
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	84.83
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	105.66
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	148.32
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	169.25
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	-65.21
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	203.86
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	260.87
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	290.25
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	200.22
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	621.77
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	537.14
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	569.38
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372197	11/7/24	142.83
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	372198	11/7/24	210.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	372198	11/7/24	135.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	372198	11/7/24	1,370.00
LOUIES GARAGE CORPOR	REPAIRS TO PARKS VEH #309 FY25-PW/EQM	372199	11/7/24	3,551.26
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	372201	11/7/24	318.45
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY25-PW/PARKS	372201	11/7/24	152.90
NORTH COUNTY EVS INC	FIRE APPARATUS SERVICES FY25-PW/EQM	372203	11/7/24	26,900.12
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372204	11/7/24	34.71
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372204	11/7/24	29.66
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372204	11/7/24	66.28
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372205	11/7/24	118.66
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372205	11/7/24	104.63
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372205	11/7/24	10.15
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372206	11/7/24	14.40
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372207	11/7/24	2.86
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372208	11/7/24	76.95
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	372209	11/7/24	125.01
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	315.10
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	372210	11/7/24	45.48
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	372210	11/7/24	60.89
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	372210	11/7/24	126.47
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	275.49
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	127.23
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	390.41
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	374.73
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	17.18
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	46.25
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	117.44
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	61.20



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PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	67.49
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	11.82
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	69.74
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372210	11/7/24	326.70
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	372211	11/7/24	96.97
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	372211	11/7/24	67.70
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	372211	11/7/24	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	372211	11/7/24	20.72
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	372211	11/7/24	58.75
PRUDENTIAL OVERALL S	MOP WEARING APPAREL FY25-PW/STS	372211	11/7/24	110.73
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	372211	11/7/24	52.94
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	372211	11/7/24	105.14
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	372211	11/7/24	20.72
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES OCT FY25-PW/F/	372214	11/7/24	29.83
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES OCT FY25-PW/F/	372215	11/7/24	5,824.77
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372216	11/7/24	569.38
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372216	11/7/24	432.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372216	11/7/24	10,007.60
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372216	11/7/24	1,760.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372216	11/7/24	432.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	372217	11/7/24	2,032.79
T MAN TRAFFIC SUPPLY	MOP 76666 STREET SUPPLIES FY25-PW/STS	372223	11/7/24	302.94
T MAN TRAFFIC SUPPLY	MOP 76666 STREET SUPPLIES FY25-PW/STS	372223	11/7/24	302.94
T'S & SIGNS INC	TSHIRTS FOR PW/PARKS-PW/PARKS	372224	11/7/24	108.75
T'S & SIGNS INC	WEARING APPAREL FOR PARKS FY25-PW/PARKS	372224	11/7/24	465.46
T'S & SIGNS INC	CHARCOL HAT WITH EMBROIDERY / ENG-PW	372224	11/7/24	2,251.13
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	79.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	115.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	53.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	92.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	132.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	372226	11/7/24	105.00
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	372229	11/7/24	139.09
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	372229	11/7/24	346.70
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	372230	11/7/24	2,462.31
WESTFLEX INDUSTRIAL	MOP 63850 INDUSTRIAL SUPPLIES FY25-PW/EQM	372231	11/7/24	97.94
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/FAC	372232	11/7/24	40.61



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WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/EQM	372232	11/7/24	21.21
Total for Department				173,120.92

Finance

BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372039	11/5/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372040	11/5/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372041	11/5/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372042	11/5/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372043	11/5/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372044	11/5/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372045	11/5/24	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372046	11/5/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372047	11/5/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372048	11/5/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372049	11/5/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372050	11/5/24	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372051	11/5/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372052	11/5/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372053	11/5/24	520.00
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372054	11/5/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372055	11/5/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372056	11/5/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372057	11/5/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372058	11/5/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372059	11/5/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372060	11/5/24	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372061	11/5/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372062	11/5/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372063	11/5/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372064	11/5/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372065	11/5/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372066	11/5/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372067	11/5/24	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372068	11/5/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372069	11/5/24	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372070	11/5/24	660.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372071	11/5/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372072	11/5/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372073	11/5/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372074	11/5/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372075	11/5/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372076	11/5/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372077	11/5/24	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372078	11/5/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372079	11/5/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372080	11/5/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372081	11/5/24	480.00



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LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372082	11/5/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372083	11/5/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372084	11/5/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372085	11/5/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372086	11/5/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372087	11/5/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372088	11/5/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372089	11/5/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372090	11/5/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372091	11/5/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372092	11/5/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372093	11/5/24	340.00
PE, RAY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372094	11/5/24	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372095	11/5/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372096	11/5/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372097	11/5/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372098	11/5/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372099	11/5/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372100	11/5/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372101	11/5/24	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372102	11/5/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372103	11/5/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372104	11/5/24	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372105	11/5/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372106	11/5/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372107	11/5/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372108	11/5/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372109	11/5/24	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372110	11/5/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372111	11/5/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372112	11/5/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372113	11/5/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372114	11/5/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372115	11/5/24	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372116	11/5/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372117	11/5/24	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372118	11/5/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372119	11/5/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - NOVEMBER 2024	372120	11/5/24	560.00
DELTA DENTAL INSURAN	NOVEMBER 2024 GRP #05-7029600000 PMI DENTAL IN	372135	11/7/24	1,779.97
VISION SERVICE PLAN	NOVEMBER 2024 - VISION SERVICE PLAN (CA)	372172	11/7/24	1,240.66
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 09/01/2024-09/30/	372184	11/7/24	51.59
LUNT, DEBRA	AIRFARE - CAPPO CONFERENCE JAN 2025 /PRC#T32C	372200	11/7/24	137.97
THE BANK OF NEW YORK	TRUSTEE FEE - PERIOD: 09/27/2024-09/26/2025	372225	11/7/24	1,475.00
THE STAR NEWS	STAR NEWS AD FOR AUCTION - VEHICLE & UNCLAIMI	372227	11/7/24	76.88

Total for Department

38,372.07



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<u>Fire</u>				
HAMLYN WILLIAMS INC	TEMP EMPLOYMT, NARDYEZDA ACOSTA- W/E 20-OCT-2	372141	11/7/24	800.00
MARTINEZ, ARMANDO	REIMB EDUCATIONAL EXPENSE, S-223 FIRELINE EMT	372147	11/7/24	491.30
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY (M LU	372176	11/7/24	49.57
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372176	11/7/24	43.10
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY (BOHI	372176	11/7/24	323.24
AT & T INC	MONTHLY PHONE SVCS TO RECV DISPATCH EMERGI	372179	11/7/24	666.21
EAST, LAURICE	REIMBRSM T, EMT-P EXPENSES (PARAMEDIC LICENS	372188	11/7/24	250.00
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	372189	11/7/24	3,063.60
FEDEX	EXPRESS SHIPMENT FOR FIRE EXTINGUISHER REPA	372192	11/7/24	98.09
FIRST IN PRODUCTS, I	SUPPLY POCKET TOOL POUCH	372193	11/7/24	273.16
MASON'S SAW & LAWNMO	MOP #45725, SERVICE FEE INSPECTION	372201	11/7/24	28.76
PRO BUILD COMPANY	MOP# 45707, LEV POLAR LT DUTY PLGU BROWN	372210	11/7/24	280.21
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	372211	11/7/24	25.00
WILLY'S ELECTRONIC S	MOP#45763, USB PANEL MOUNT 5V2A	372232	11/7/24	11.95
ZOLL MEDICAL CORP	SUPER POWER RECHARGEABLE LITHIUM ION BATTE	372233	11/7/24	1,730.48
Total for Department				8,134.67
<u>Housing / Sec 8</u>				
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	372152	11/7/24	552.11
Total for Department				552.11
<u>Human Resources</u>				
ADMINSURE INC	WORKERS' COMPSENSATION CLAIMS ADMIN-NOV202	372122	11/7/24	8,862.00
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372166	11/7/24	1,021.88
Total for Department				9,883.88
<u>MIS</u>				
AT&T	SBC/AT&T DATA/PHONES FY25	372125	11/7/24	120.80
AT&T	SBC/AT&T DATA/PHONES FY25	372126	11/7/24	11,270.47
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM INVOICE	372131	11/7/24	8,236.50
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM INVOICE	372131	11/7/24	8,437.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM INVOICE	372131	11/7/24	8,437.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM (RCS) FY25	372131	11/7/24	8,274.22
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	372132	11/7/24	235.81
DATTEL SYSTEMS INCORP	ADV EMAIL SECURITY - ANNUAL RENEWAL	372134	11/7/24	23,736.25
DOCUSIGN, INC.	DOCUSIGN RENEWAL	372136	11/7/24	7,209.48
GRANICUS	SWAGIT WEBCASTING FY25	372140	11/7/24	2,199.16
SHARP ELECTRONICS CO	SHARP INVOICE	372162	11/7/24	3,478.20
SHARP ELECTRONICS CO	SHARP COPIER METERING	372162	11/7/24	3,430.40
SHARP ELECTRONICS CO	SHARP INVOICE	372162	11/7/24	4,182.87
SHARP ELECTRONICS CO	SHARP INVOICE	372162	11/7/24	4,148.55
STAPLES BUSINESS ADV	STAPLES INVOICE	372166	11/7/24	195.25
STAPLES BUSINESS ADV	STAPLES INVOICE	372166	11/7/24	13.49
STAPLES BUSINESS ADV	STAPLES INVOICE	372166	11/7/24	386.06



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STAPLES BUSINESS ADV	STAPLES INVOICE	372166	11/7/24	386.06
STAPLES BUSINESS ADV	STAPLES INVOICE	372166	11/7/24	79.32
STAPLES BUSINESS ADV	STAPLES INVOICE	372166	11/7/24	429.90
Total for Department				94,886.79

<u>NSD</u>				
MTS	MTS FLAGGING SERVICES FY 2024-2025	372148	11/7/24	100.95
Total for Department				100.95

<u>Police</u>				
CORADO, GIOVANNI	TRAINING REIMBURSEMENT FOR THE CAHN PRCT33	372129	11/7/24	739.45
CYRACOM INTERNATIONAL	LANGUAGE LINE FOR DISPATCH FOR FY25	372133	11/7/24	37.05
FEDEX	SHIPPING COSTS FOR PD DEPT	372137	11/7/24	46.25
FON JON PET CARE CEN	K9 BOARDING - PD	372138	11/7/24	535.00
LASHBROOK, AMBER	TRAINING REIMBURSEMENT FOR CA USER GRP PRC	372143	11/7/24	496.37
LEXIPOL LLC	ANNUAL LAW ENFORCEMENT POLICY MANUAL AND 1	372145	11/7/24	36,263.93
MAN K9 INC	K9 MAINTENANCE TRAINING - NOV 2024	372146	11/7/24	1,540.00
MAN K9 INC	K-9 MAINTENANCE TRAINING - OCT 2024	372146	11/7/24	1,540.00
PRO BUILD COMPANY	MOP 45742. SUPPLIES FOR POLICE DEPT	372157	11/7/24	280.55
S D COUNTY SHERIFF'S	CAL-ID PROGRAM COST FOR NC - PD	372160	11/7/24	7,989.00
SOSA, PAMELA	TRAINING REIM FOR THE POST PLN 1 FTO PRC T3301	372165	11/7/24	247.10
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	8.22
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	11.16
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	20.65
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	48.93
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	59.33
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	60.10
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	61.87
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	172.35
STAPLES BUSINESS ADV	MOP 45704. OFFICE SUPPLIES / PD	372166	11/7/24	337.68
CRUZ, JORGE	REIMB - ITEMS PURCHASED FOR POLICE EVENT	372186	11/7/24	72.34
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY25	372212	11/7/24	2,450.00
SEGAL, MARK	TRAINING RMBR *SOME RECPTS WERE LOST ATAP P	372218	11/7/24	351.50
Total for Department				53,368.83

<u>Risk</u>				
STENO AGENCY, INC.	UMANA, BRIAN, ET AL. VS. CNS, ET AL.	372222	11/7/24	926.05
Total for Department				926.05

A/P Total 509,021.51

PAYROLL				
Pay period	Start Date	End Date	Check Date	
23	10/15/2024	10/28/2024	11/6/2024	1,479,141.78



WARRANT REGISTER # 19
11/7/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS				
<u>Engineering / PW's</u>				
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET OCT FY25-PW/EQM	243090233	11/5/24	41,996.98
<u>Finance</u>				
PUBLIC EMP RETIREMENT	REPLACEMENT CHARGES / LEVI BAILEY	243050100	11/1/24	5,378.36
PUBLIC EMP RETIREMENT	SERVICE PERIOD 10/15/2024-10/28/2024	243110115	11/7/24	354,113.04
<u>Human Resources</u>				
ADMINSURE INC	WORKERS' COMP ACCT REPLENISHMENT/OCTOBER2	3436	11/5/24	256,020.57
GRAND TOTAL				<u>2,645,672.24</u>



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #20 for the Period of 11/08/24 through 11/14/24 in the Amount of \$1,034,420.82

RECOMMENDATION:

Ratify Warrants Totaling \$1,034,420.82

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 11/8/24 – 11/14/24. Consistent with the Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Chen Ryan Assoc	372248	211,795.26	CIP 23-1 Feasibility Study for 24 th St
Geosyntec Consult	372260	235,229.87	Geosyntec / Stardust Inn Remediation

FINANCIAL STATEMENT:

Warrant Total \$1,034,420.82

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. 20



WARRANT REGISTER # 20
11/14/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
FLORES CLARK, JOSIE	TRAVEL REIMB / SDRG BINATIONAL DELEGATION	372258	11/14/24	1,312.67
SMART & FINAL	SNACKS FOR VM YAMANE OPEN HOUSE AND CONF	372288	11/14/24	38.96
Total for Department				1,351.63
<u>Building/Planning</u>				
THE STAR NEWS	PLANNING COMM PUBLIC NOTICE NOV 4	372302	11/14/24	225.51
Total for Department				225.51
<u>CAO</u>				
Total for Department				0.00
<u>City Clerk</u>				
Total for Department				0.00
<u>CMO</u>				
Total for Department				0.00
<u>Community Services/Nutrition/Library</u>				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	195.71
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	670.85
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	940.10
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	1,635.74
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	300.11
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	1,403.43
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	154.37
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	1,168.02
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	351.20
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	2,331.45
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	1,773.45
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372237	11/14/24	478.17
BAKER & TAYLOR	BAKER AND TAYLOR- CREDIT REPAIR MAKE A PLAN	372241	11/14/24	38.59
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	372250	11/14/24	64.17
EBSCO INFORMATION SE	EBSCO- LEARNING EXPRESS AND JOB AND CAREER .	372254	11/14/24	5,799.00
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	372280	11/14/24	303.48
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	372280	11/14/24	152.65
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	372280	11/14/24	159.82
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	372280	11/14/24	252.85
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	372280	11/14/24	303.48



WARRANT REGISTER # 20
11/14/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRUDENTIAL OVERALL S	LAUNDRY AND CONSUMABLES FOR FY25	372280	11/14/24	153.43
STAPLES BUSINESS ADV	MOP 45704 DEPT STAMP/CSD	372294	11/14/24	53.28
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372298	11/14/24	559.90
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372298	11/14/24	3,769.21
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372298	11/14/24	426.22
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372298	11/14/24	4,179.47
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372298	11/14/24	1,653.41
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372298	11/14/24	4,062.30

Total for Department 33,333.86

Engineering / PW's

ACME SAFETY & SUPPLY	STREET BARRICADES FY25-PW/STS	372235	11/14/24	4,809.42
AEP CALIFORNIA LLC	PUSH BUMPER REPAIR FY25-PW/EQM	372236	11/14/24	598.13
ANSER ADVISORY MANAG	CIP 19-25 NTP 5-5-21- SWEETWATER RD PROTECTED	372238	11/14/24	7,497.00
ATLAS TECHNICAL CONS	PARADISE CREEK WATER QUALITY & COMM. ENHNC	372240	11/14/24	1,943.00
BUSH POWER BRAKE SER	REBUILD FORK LIFT MASTER CYLINDER FY25-PW/EQI	372246	11/14/24	163.12
CHEN RYAN ASSOCIATES	CIP 22-13 HIGHLAND AVE. PRJ.	372248	11/14/24	7,540.00
CHEN RYAN ASSOCIATES	CIP 23-13 24TH ST TRANSIT CENTER	372248	11/14/24	15,295.00
CHEN RYAN ASSOCIATES	CIP 23-1 FEASIBILITY STUDY FOR 24TH ST	372248	11/14/24	211,795.26
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2025	372249	11/14/24	30,610.00
D-MAX ENGINEERING IN	CIP 21-28 NC STORM WATER SERVICES	372251	11/14/24	112.67
D-MAX ENGINEERING IN	EASTSIDE I-805 CONSTRUCTION INSPECTION SERVIC	372252	11/14/24	435.13
ENTERPRISE FLEET MAN	FY25 FLEET LEASE MANAGEMENT	372255	11/14/24	25,486.81
GEOSYNTEC CONSULTANT	CIP 21-16 CNC COMPLIANCE WORK	372260	11/14/24	9,107.48
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/EQM	372261	11/14/24	776.77
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372265	11/14/24	70.63
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	372266	11/14/24	123.03
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	372266	11/14/24	146.97
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	372266	11/14/24	2,510.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS PROJ	372266	11/14/24	1,080.00
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMM. MOBILE ENHANCEMENTS	372266	11/14/24	360.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	372266	11/14/24	990.00
INNOVATIVE CONSTRUCT	CIP 15-05 ROOSEVELT AVE CORRIDOR SMART GROW	372266	11/14/24	450.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/F	372268	11/14/24	789.41
KIMLEY HORN AND	CIP 20-09 NC EASTSIDE I-805 COMM.	372269	11/14/24	5,958.58
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET FY25-PW/EQM	372274	11/14/24	448.50
NERI LANDSCAPE ARCHI	NTP - LAS PALMAS PROJECT SCOPING	372275	11/14/24	10,616.40
PACIFIC AUTO REPAIR	LABOR TO REPAIR WATER PUMP / PW	372276	11/14/24	2,427.73
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372277	11/14/24	33.82
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	372278	11/14/24	362.02
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	372278	11/14/24	362.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	372279	11/14/24	257.27
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	46.59
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	96.64
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	190.11
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	68.87
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	218.44



WARRANT REGISTER # 20

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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	245.46
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372279	11/14/24	31.12
RCA INVESTMENTS INC	FRONT WHEEL REPLACE VEH #292 FY25-PW/EQM	372282	11/14/24	2,329.62
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/ST	372284	11/14/24	29.14
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/ST	372284	11/14/24	36.44
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS OCT FY25-PW/ST	372284	11/14/24	41.17
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/ST	372284	11/14/24	45.31
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES NOV FY25-PW/F	372284	11/14/24	4,609.80
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY25-PW/EQM	372285	11/14/24	132.40
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	372286	11/14/24	139.64
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	372287	11/14/24	93.53
SOLANA CENTER FOR	PROVIDE STATE BILL (SB) 1383 COMPLIANCE	372290	11/14/24	3,945.25
SOUTHWEST CONSTRUCTI	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	372291	11/14/24	29,417.27
SOUTHWEST CONSTRUCTI	CIP 20-05 PISTOL RANGE HVAC AND SAFETY	372291	11/14/24	32,808.81
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	372292	11/14/24	5,400.00
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	372292	11/14/24	1,397.50
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	372292	11/14/24	692.50
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	372292	11/14/24	7,438.61
SPEEDPRO IMAGING	DECALS FOR WHEEL LOADER FY25-PW/EQM	372293	11/14/24	61.60
SPEEDPRO IMAGING	DECALS FOR WHEEL LOADER FY25-PW/EQM	372293	11/14/24	61.86
STC TRAFFIC INC	ENG SUPPORT SVCS RESO 2019-164	372295	11/14/24	892.50
STC TRAFFIC INC	TRAFFIC SUPPORT SVCS RESO 2019-164	372295	11/14/24	720.00
STC TRAFFIC INC	TRAFFIC SUPPORT SVCS RESO 2019-164	372295	11/14/24	12,700.00
STC TRAFFIC INC	ENG SUPPORT SVCS RESO 2019-164	372295	11/14/24	2,820.00
STC TRAFFIC INC	ENG SUPPORT SVCS RESO 2019-164	372295	11/14/24	13,082.50
STC TRAFFIC INC	DESIGN SVS FOR KIMBALL PARK BALLFIELD LIGHTIN	372295	11/14/24	17,970.00
STC TRAFFIC INC	ENG SUPPORT SVCS RESO 2019-164	372295	11/14/24	13,277.50
STC TRAFFIC INC	PLAZA BLVD TSA & SYNCHRO RESO 2019-164	372295	11/14/24	5,040.00
STC TRAFFIC INC	TRAFFIC SIGNAL SUPPORT SVCS RESO 2019-164	372295	11/14/24	10,667.60
STC TRAFFIC INC	ENG SUPPORT SVCS RESO 2019-164	372295	11/14/24	6,650.00
STC TRAFFIC INC	STC - HSIP CYCLE 10 GRANTS~	372295	11/14/24	9,647.50
STC TRAFFIC INC	TRAFFIC SIGNAL SUPPORT SVCS	372295	11/14/24	7,204.82
STC TRAFFIC INC	PLAZA BLVD TSA & SYNCHRO	372295	11/14/24	3,385.00
STC TRAFFIC INC	HSIP CITY PRJ LEFT TURN	372295	11/14/24	10,215.68
STC TRAFFIC INC	ENG SUPPORT SVCS RESO 2019-164	372295	11/14/24	15,215.00
STC TRAFFIC INC	NTP - SUPPORT SVCS 3131 VALLEY RD DRAINAGE RI	372295	11/14/24	3,596.48
STC TRAFFIC INC	NTP - SUPPORT SVCS 3131 VALLEY RD DRAINAGE RI	372295	11/14/24	945.00
STC TRAFFIC INC	NTP - SUPPORT SVCS 3131 VALLEY RD DRAINAGE RI	372295	11/14/24	9,330.00
STC TRAFFIC INC	CIVIL ENG SVCS FOR E. 20TH DRAINAGE EVALUATIO	372296	11/14/24	3,630.00
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	611.60
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	126.44
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-SEPT FY25-PW/PA	372297	11/14/24	61.40
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	129.83
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25	372297	11/14/24	45.56
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	3,064.96



WARRANT REGISTER # 20
11/14/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372297	11/14/24	1,642.82
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS JUN-JUL FY25-PW/PAR	372297	11/14/24	107.69
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	3,254.83
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	3,490.73
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	5,789.07
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	430.11
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	9,892.55
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	666.67
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES AUG-OCT FY25-PW,	372297	11/14/24	147.03
TURF STAR INC	LAWN MOWER TIRES EQM #391-PW/EQM	372303	11/14/24	876.94
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	372304	11/14/24	468.17
WETMORES	AIR BAGS FOR FIRE VEH #499 FY25-PW/EQM	372305	11/14/24	709.62

Total for Department 611,419.96

Finance

BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 11/01/24-11/30/2	372245	11/14/24	609.84
HDL COREN & CONE	CONTRACT SERVICES PROPERTY TAX: OCT-DEC 202	372263	11/14/24	3,486.38
HINDERLITER DE LLAMA	AUDIT SERVICES - TRANSACTIONS TAX	372264	11/14/24	640.58

Total for Department 4,736.80

Fire

ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372234	11/14/24	81.89
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372234	11/14/24	16.16
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372234	11/14/24	73.27
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	372256	11/14/24	2,778.90
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	372257	11/14/24	744.94
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	372257	11/14/24	744.94
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	372257	11/14/24	1,212.56
FROGGY'S FOG. LLC	TRAINING SMOKE - FIRE & RESCUE FOG - LONG HAN	372259	11/14/24	505.65
HAMLYN WILLIAMS INC	TEMPORARY EMPLYMT, NARDYEZDA ACOSTA, W/E 2	372262	11/14/24	440.00
MASON'S SAW & LAWNMOWER	MOP#45729, STARTER RECOIL CALL DAN	372271	11/14/24	75.60
WILLY'S ELECTRONIC S	MOP# 45763, DUAL USB OUTLET FOR APPARATUS 03	372306	11/14/24	116.18

Total for Department 6,790.09

Housing / Sec 8

BEATY, BROOKE MICHEL	SAN DIEGO COUNTY FLOOD ASSITANCE/ HOUSING	372242	11/14/24	10,500.00
KIMLEY HORN AND	TOWER 999 TRANSACTION ASSISTANCE PROJECT SI	372269	11/14/24	1,274.28
MRI SOFTWARE LLC	BALANCE DU FOR ANNUAL HAPPY SUBS. FOR SEC 8	372272	11/14/24	50.00
NAN MCKAY AND ASSOCI	MONTHLY FEE FOR SERVICE OCTBER 2024 FOR SEC	372273	11/14/24	239.00
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING MOP 45704	372294	11/14/24	36.75
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING/ MOP 45704	372294	11/14/24	22.35
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING/ MOP 45704	372294	11/14/24	17.44
STAPLES BUSINESS ADV	OFFICE SUPPLIES/ HOUSING/ MOP 45704	372294	11/14/24	86.99
THE NELROD COMPANY	HOTMA ANNUAL INCOME TRAINING CR SECTION 8 DE	372299	11/14/24	169.00



WARRANT REGISTER # 20
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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				12,395.81
<u>Human Resources</u>				
Total for Department				0.00
<u>MIS</u>				
BIBLIOTHECA LLC	BIBLIOTHECA SOFTWARE ANNUAL RENEWAL	372243	11/14/24	5,907.42
CDWG	VEEAM ENTERPRISE BACKUP RENEWAL	372247	11/14/24	17,509.00
INTENT DIGITAL LLC	VOTELYNX SOFTWARE ANNUAL RENEWAL	372267	11/14/24	3,000.00
RON TURLEY ASSOCIATE	RTA SOFTWARE RENEWAL	372283	11/14/24	8,400.00
Total for Department				34,816.42
<u>NSD</u>				
ACE UNIFORMS & ACCES	UNIFORMS FOR ALEX & MARILYN	372234	11/14/24	521.51
ACE UNIFORMS & ACCES	UNIFORMS FOR ALEX & MARILYN/ACE UNIFORMS	372234	11/14/24	321.10
BOOT WORLD	MOP 64096 BOOTS SARMIENTO	372244	11/14/24	176.15
DATA TICKET INC	ELECTRONIC PERMIT CITATION SYSTEM	372253	11/14/24	1,823.00
GEOSYNTEC CONSULTANT	GEOSYNTEC / STARDUST INN REMEDIATION	372260	11/14/24	235,229.87
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	372280	11/14/24	47.26
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	372280	11/14/24	25.64
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	372301	11/14/24	111.49
Total for Department				238,256.02
<u>Police</u>				
ARJIS	ARJIS / FY25 1ST QUARTER	372239	11/14/24	12,108.86
LASER SAVER INC	MOP# 45725. INK CARTRIDGES / PD	372270	11/14/24	201.13
LASER SAVER INC	MOP# 45725. INK CARTRIDGES / PD	372270	11/14/24	201.13
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	372281	11/14/24	550.00
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	372281	11/14/24	550.00
RADY CHILDREN'S HOSP	CHILD SEXUAL ASSAULT EXAMS FOR FY24	372281	11/14/24	1,100.00
WILLY'S ELECTRONIC S	MOP 45763.ELECTRICAL SUPPLIES / PD	372306	11/14/24	71.02
WILLY'S ELECTRONIC S	MOP 45763.ELECTRICAL SUPPLIES / PD	372306	11/14/24	170.05
Total for Department				14,952.19
<u>Risk</u>				
Total for Department				0.00
A/P Total				958,278.29
<u>WIRED PAYMENTS</u>				



WARRANT REGISTER # 20
11/14/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Human Resources</u>				
EDD	EDD INS REIMB BENEFIT CHRGS 07/01/24-09/30/24	243180213	11/14/24	24,222.10
<u>MIS</u>				
ESCRIBE SOFTWARE LTD	ESCRIBE ANNUAL LICENSING	4145	11/12/24	34,846.58
KASEYA US LLC	KASEYA RENEWAL	4174	11/12/24	7,106.85
SECTION 8 HAPS	Start Date	End Date		
	11/15/2024	11/15/2024		9,967.00
GRAND TOTAL				<u>1,034,420.82</u>



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #21 for the Period of 11/15/24 through 11/21/24 in the Amount of \$4,221,128.12

RECOMMENDATION:

Ratify Warrants Totaling \$4,221,128.12

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 11/15/24 – 11/21/24. Consistent with the Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Innovative Construction	372307	60,690.00	CIP 22-09 Eastside I-805 Greenbelt
Bert W. Salas, Inc	372317	182,978.55	CIP 24-11 3131 Hoover Ave Storm Drain
County of San Diego	372321	54,470.76	Maint of Sweetwater River Channel
City of San Diego	421	1,893,570.00	Transportation / Treatment Fees

FINANCIAL STATEMENT:

Warrant Total \$4,221,128.12

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY25 Warrant Register No. 21



WARRANT REGISTER # 21
11/21/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
Total for Department				0.00
<u>Building/Planning</u>				
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQUEST	372308	11/21/24	200.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	372328	11/21/24	3,818.38
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	372328	11/21/24	27,550.00
REEDER, MARTIN	REIMB / AICP MEMBERSHIP	372347	11/21/24	813.00
Total for Department				32,381.38
<u>CAO</u>				
Total for Department				0.00
<u>City Clerk</u>				
Total for Department				0.00
<u>CMO</u>				
NATIONAL CITY CHAMBE	ECONOMIC DEVELOPEMENT ACT AUGUST	372340	11/21/24	3,200.00
SMART & FINAL	HOLLOWEEN UTENSIL, PAPER PLATES - CULTURE CL	372354	11/21/24	30.46
STAPLES BUSINESS ADV	MOP#45704 - CMO OFFICE SUPPLIES	372355	11/21/24	245.22
Total for Department				3,475.68
<u>Community Services/Nutrition/Library</u>				
AIR EXHAUST CORP CO	CLEANING SERVICES OF HOODS, FANS, DUCTS AT NI	372312	11/21/24	1,790.00
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372313	11/21/24	2,454.67
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372313	11/21/24	1,584.84
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372313	11/21/24	1,406.94
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372313	11/21/24	527.31
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372313	11/21/24	2,619.41
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372313	11/21/24	581.65
BAKER & TAYLOR	B&T COMPUTERS FOR SENIORS FOR DUMMIES	372316	11/21/24	38.59
DELGADO, ELYANA	RFW EMP REIMB - ELYANA FALL FEST SUPP/CSD	372326	11/21/24	39.25
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	372350	11/21/24	3,572.51
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	372350	11/21/24	344.87
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	372351	11/21/24	509.00
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	372351	11/21/24	417.90
SMART & FINAL	MOP 45756 FAB/SR PRG SUPPLIES/CSD	372354	11/21/24	291.53
SMART & FINAL	MOP 45756 FAB-SR PRG SUPPLIES/CSD	372354	11/21/24	37.41
SMART & FINAL	MOP 45756 FAB SR PRG SUPPLIES/CSD	372354	11/21/24	355.66



WARRANT REGISTER # 21
11/21/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372359	11/21/24	2,217.47
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	372359	11/21/24	310.41
Total for Department				19,099.42

Engineering / PW's

INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHMNT PR	372307	11/18/24	1,747.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	372307	11/18/24	7,210.00
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHMNT PR	372307	11/18/24	3,376.00
INNOVATIVE CONSTRUCT	CIP 22-09 EASTSIDE I-805 GREENBELT	372307	11/18/24	60,690.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	372307	11/18/24	2,538.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24/25 ADA IMP	372307	11/18/24	2,001.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	372307	11/18/24	2,010.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS PROJ	372307	11/18/24	2,668.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	372307	11/18/24	2,774.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEMENTS PROJ	372307	11/18/24	2,467.00
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE REPAIRS AND COORDINATIC	372307	11/18/24	1,553.00
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	372307	11/18/24	41.01
INNOVATIVE CONSTRUCT	CIP 22-16 CITYWIDE PEDESTRIAN SAFETY ENHANCEI	372307	11/18/24	48.99
INNOVATIVE CONSTRUCT	CIP 15-05 ROOSEVELT AVE CORRIDOR SMART GROW	372307	11/18/24	990.00
A GOOD SIGN & GRAPHI	CIP 19-25 BICYCLE WAYFINDING PROJECT	372309	11/21/24	11,210.00
BERT W. SALAS, INC.	CIP 24-11 3131 HOOVER AVE STORM DRAIN REPLACE	372317	11/21/24	182,978.55
COUNTY OF SAN DIEGO	MAINTENANCE OF SWEETWATER RIVER CHANNEL	372321	11/21/24	54,470.76
D-MAX ENGINEERING IN	FY24 -FY25 STORM WATER SERVICES	372323	11/21/24	13,235.05
D-MAX ENGINEERING IN	FOR T&A 90638 – E. 31ST STREET APARTMENTS	372324	11/21/24	187.78
D-MAX ENGINEERING IN	FY24 - FY25 WASTWATER SERVICES INCLUDING FOG	372324	11/21/24	32,942.38
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	33.43
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	548.31
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	65.06
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	509.04
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	519.92
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	591.90
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	374.07
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	869.17
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	48.19
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	179.60
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	1,020.76
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	464.83
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	409.08
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	48.19
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	844.48
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	379.21
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	769.65
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	372325	11/21/24	830.86
ENTERPRISE RENT A CA	VEHICLE RENTAL FOR STREETS FY25-PW/STS	372327	11/21/24	143.03
GEOSYNTEC CONSULTANT	ON-CALL PROJECT SUPPORT SERVICES CIP~	372329	11/21/24	7,493.55
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	372333	11/21/24	114.36
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F/	372333	11/21/24	107.66



WARRANT REGISTER # 21
11/21/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/F	372333	11/21/24	272.55
KIMLEY HORN AND	8TH ST AND ROOSEVELT ATP PROJECT	372335	11/21/24	6,831.94
KIMLEY HORN AND	CIP 19-23 CENTRAL COMNTY MOBILITY	372335	11/21/24	16,953.93
KIMLEY HORN AND	CIP 19-23 CENTRAL COMNTY MOBILITY	372335	11/21/24	9,736.55
LACAL EQUIPMENT INC	PARTS FOR STREET SWEEPERS #049 FY25-PW/EQM	372336	11/21/24	5,970.38
LACAL EQUIPMENT INC	PARTS FOR STREET SWEEPERS #050 FY25-PW/EQM	372336	11/21/24	1,263.08
LEFORT'S SMALL ENGIN	MOP 80702 AUTO SUPPLIES FY25-PW/EQM	372337	11/21/24	58.73
LEIGHTON CONSULTING	CIP 22-09 EASTSIDE I-805 COMM. GREENBELT PROJE	372338	11/21/24	1,686.75
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372341	11/21/24	142.39
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372341	11/21/24	15.51
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW	372341	11/21/24	64.45
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372342	11/21/24	30.48
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372342	11/21/24	152.51
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	372343	11/21/24	454.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	372344	11/21/24	201.77
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	372344	11/21/24	28.23
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	372344	11/21/24	102.71
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	372344	11/21/24	123.01
PROJECT PROFESSIONAL	CIP 24-03 P2 SEWER UPSIZING PROJECT	372345	11/21/24	43,667.25
PROJECT PROFESSIONAL	CIP 24-03 P2 SEWER UPSIZING PROJECT	372345	11/21/24	7,475.75
PROJECT PROFESSIONAL	CIP 20-01 P2 SEWER UPSIZING PROJECT	372345	11/21/24	1,437.00
PROJECT PROFESSIONAL	23-14 CASA DE SALUD ROOF REPLACEMENT	372345	11/21/24	5,946.25
PROJECT PROFESSIONAL	CIP 24-06 LIBRARY DOOR UPGRADES	372345	11/21/24	1,391.00
PROJECT PROFESSIONAL	CIP 24-03 P2 SEWER UPSIZING PROJECT	372345	11/21/24	1,378.75
PROJECT PROFESSIONAL	STORM - 3131 HOOVER AVE STORM DRAIN REPAIR	372345	11/21/24	13,186.75
PROJECT PROFESSIONAL	STORM - 16TH ST AND MA AVE STORM DRAIN REPAIR	372345	11/21/24	2,375.25
PROJECT PROFESSIONAL	STORM- PROF SERVICES FOR 3131 VALLEY RD STOR	372345	11/21/24	1,342.50
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	372346	11/21/24	90.46
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	372346	11/21/24	142.30
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	372346	11/21/24	62.81
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	372352	11/21/24	120.54
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	372355	11/21/24	59.43
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER SEPT-OCT FY25-PW,	372358	11/21/24	107.69
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372358	11/21/24	89.39
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS AUG-OCT FY25-PW/PAF	372358	11/21/24	89.39
TERRA BELLA NURSERY	PLAZA AND HARBISON COMMUNITY EVENT	372360	11/21/24	18,701.98
WHITE CAP, LP	CONCRETE CURE FOR STREETS FY25-PW/STS	372363	11/21/24	112.34
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/EQM	372364	11/21/24	17.94
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/EQM	372364	11/21/24	10.98

Total for Department 543,398.49

Finance

Total for Department 0.00

Fire



WARRANT REGISTER # 21
11/21/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LIFECOM, INC.	SERVICING/REPARING AND CALIBRATION OF RKI GX-	372339	11/21/24	339.13
LIFECOM, INC.	SERVICING/REPARING AND CALIBRATION OF RKI GX-	372339	11/21/24	339.13
LIFECOM, INC.	SERVICING/REPARING AND CALIBRATION OF RKI GX-	372339	11/21/24	339.13
LIFECOM, INC.	SERVICING/REPARING AND CALIBRATION OF RKI GX-	372339	11/21/24	366.07
STREAMLINE AUTOMATION	STREAMLINE SOFTWARE SERVICE FOR FIRE INSPEC	372357	11/21/24	4,291.00
THE SUPPLY CACHE	ALUMINUM FUEL BOTTLE/THE SUPPLY CACHE	372361	11/21/24	100.87

Total for Department 5,775.33

Housing / Sec 8

Total for Department 0.00

Human Resources

ACOSTA, VICTOR	REIMBURSEMENT FOR CITY REQ LICENSE/MEDICAL	372311	11/21/24	85.00
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372355	11/21/24	53.24
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372355	11/21/24	100.24

Total for Department 238.48

MIS

AT&T	SBC/AT&T DATA/PHONES FY25	372314	11/21/24	144.67
AT&T	SBC/AT&T DATA/PHONES FY25	372315	11/21/24	2,346.94
AT&T	SBC/AT&T DATA/PHONES FY25	372315	11/21/24	59.75
AT&T	SBC/AT&T DATA/PHONES FY25	372315	11/21/24	16,702.03
AT&T	SBC/AT&T DATA/PHONES FY25	372315	11/21/24	196.68
AT&T	SBC/AT&T DATA/PHONES FY25	372315	11/21/24	1,926.61
COMPLETE PAPERLESS	LASERFICHE SOFTWARE ANNUAL RENEWAL	372319	11/21/24	20,525.00
CORELOGIC SOLUTIONS	REALQUEST PROPERTY PORTAL FY25	372320	11/21/24	38.13
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	372322	11/21/24	302.53
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	372322	11/21/24	2,063.43
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	372322	11/21/24	88.25
GOVCONNECTION INC	PD TRAINING LAPTOP	372330	11/21/24	637.11
HRTM CONSULTING	TELESTAFF TRAINING FOR PD	372334	11/21/24	2,070.00
HRTM CONSULTING	TELESTAFF TRAINING FOR PD	372334	11/21/24	2,250.00
HRTM CONSULTING	TELESTAFF TRAINING FOR PD	372334	11/21/24	1,980.00
HRTM CONSULTING	TELESTAFF TRAINING FOR PD	372334	11/21/24	270.00
STARTECH COMPUTERS	TP LINK WIFI ADAPTERS, DDR MEMORY	372356	11/21/24	131.43
STARTECH COMPUTERS	TP LINK WIFI ADAPTERS, DDR MEMORY	372356	11/21/24	381.17
STARTECH COMPUTERS	SPIGEN THIN FIT PHONE CASES (HARD SHELL)	372356	11/21/24	482.45
STARTECH COMPUTERS	SAMSUNG USB SUPER FAST 25W CHARGER BLOCKS	372356	11/21/24	398.14
STARTECH COMPUTERS	SIGHTPRO MAGNETIC PRIVACY SCREENS, SPIGEN C.	372356	11/21/24	309.29
STARTECH COMPUTERS	SIGHTPRO MAGNETIC PRIVACY SCREENS	372356	11/21/24	72.18
STARTECH COMPUTERS	SPIGEN THIN FIT PHONE CASES (HARD SHELL)	372356	11/21/24	259.56
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	372362	11/21/24	740.00
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	372362	11/21/24	740.00
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	372362	11/21/24	4,440.00



WARRANT REGISTER # 21
11/21/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>			<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
					A/P Total	682,056.14
PAYROLL						
Pay period	Start Date	End Date	Check Date			
24	10/29/2024	11/11/2024	11/20/2024			1,644,698.98
WIRED PAYMENTS						
<u>Engineering / PW's</u>						
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2025			421	11/21/24	1,893,570.00
<u>Human Resources</u>						
PAYCHEX BENEFIT TECH	BENETRAC ESR SERVICES BASE FEE-NOVEMBER24			243190116	11/15/24	803.00
GRAND TOTAL						4,221,128.12



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #22 for the Period of 11/22/24 through 11/28/24 in the Amount of \$2,964,638.37

RECOMMENDATION:

Ratify Warrants Totaling \$2,964,638.37

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 11/22/24 – 11/28/24. Consistent with the Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Bert W. Salas, Inc	372370	233,144.72	CIP 3131 Hoover Ave Storm Drain Replace
Wright Construction	372475	146,276.25	CIP Paradise Creek Water Quality
Health Net Inc	372398	66,113.93	Grp# R1192A – Dec 2024 HN Insurance
Kaiser Foundation	372405	215,324.71	December 2024 - Group #104220 Insurance
Bank of America	674	64,765.00	2017 Energy Efficiency Series A Bond Pymnt
Public Emp Retirement	243260105	357,698.48	Service Period 10/29/2024 – 11/11/2024

FINANCIAL STATEMENT:

Warrant Total \$2,964,638.37

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY25 Warrant Register No. 22



WARRANT REGISTER # 22
11/28/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
FLORES CLARK, JOSIE	SDRC BINATIONAL DELEGATION TO MEXICO CITY	372386	11/26/24	21.33
T'S & SIGNS INC	CM YAMANE STAFF JACKET UNIFORM	372462	11/27/24	60.90
Total for Department				82.23
<u>Building/Planning</u>				
Total for Department				0.00
<u>CAO</u>				
FOZI DWORK & MODAFFE	LEGAL SERVICES FOR SDUSD MATTER	372388	11/26/24	1,430.00
Total for Department				1,430.00
<u>City Clerk</u>				
SOUTH BAY SHREEDING	RECORDS DESTRUCTION	372417	11/26/24	345.00
Total for Department				345.00
<u>CMO</u>				
FERNANDO MARTINEZ	EMPLOYEE HOLIDAY PARTY - FOOD	372384	11/26/24	6,000.00
OMNI PACIFIC	OFFICE FURNITURE FOR DEPUTY CITY MANAGER	372409	11/26/24	6,307.36
Total for Department				12,307.36
<u>Community Services/Nutrition/Library</u>				
AMAZON	BATT OP LED STR LTS FOR A KIMBALL HOLIDAY/CSD	372367	11/26/24	410.70
AMAZON	DANCE PROGRAM HALLOWEEN SUPPLIES/CSD	372367	11/26/24	144.01
AMAZON	DANCE PROGRAM HALLOWEEN SUPPLIES/CSD	372367	11/26/24	89.72
AMAZON	LUNCH AT THE LIBRARY- SUPPLIES	372368	11/26/24	-137.95
AMAZON	CAFE NIGHTS- LITERACY GRANT	372368	11/26/24	28.71
AMAZON	CASA PROGRAMMING SUPPLIES/CSD	372368	11/26/24	430.38
AMAZON	CASA PROGRAMMING SUPPLIES/CSD	372368	11/26/24	7.59
AMAZON	FAB /SR PRG - CRAFT & PRG SUPPLIES/CSD	372368	11/26/24	31.16
AMAZON	FAB /SR PRG - CRAFT & PRG SUPPLIES/CSD	372368	11/26/24	29.03
AMAZON	A KIMBALL HOLIDAY SANTAS VILLAGE/CSD	372368	11/26/24	414.28
AMAZON	HALLOWEEN DECO & INSTANT CAMERA FOR CASA/CSD	372368	11/26/24	299.37
ASCL VENTURES, INC.	MUSIC EQUIPMENT FOR CASA PRG PRC#14289/CSD	372369	11/26/24	3,306.21
COUNTY OF SAN DIEGO	FOOD FACILITY RENEWAL FOR 2025	372374	11/26/24	484.00
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	372375	11/26/24	64.17
COZZINI BROS., INC.	CUTTING BOARDS AND KNIFES	372375	11/26/24	47.67
COZZINI BROS., INC.	CUTTING BOARDS AND KNIFES	372375	11/26/24	190.50
ECOLAB	CURTAINS FOR WALK IN COOLER	372381	11/26/24	377.57
EVERYTHING2GO.COM	TABLES- CHILDREN'S AREA	372382	11/26/24	4,741.50
FLASHBAY INC.	VOLUNTEER APPRECIATION DINNER- BATTERY CHARGERS	372385	11/26/24	735.50



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GOLDEN ERGONOMICS	COMPR ERGON EVAL FOR EMPLOYEE JUANITA/CSD	372390	11/26/24	425.00
PRUDENTIAL OVERALL SUPPLY	LAUNDRY AND CONSUMABLES FOR FY25	372412	11/26/24	152.65
PRUDENTIAL OVERALL SUPPLY	LAUNDRY AND CONSUMABLES FOR FY25	372412	11/26/24	152.65
PRUDENTIAL OVERALL SUPPLY	LAUNDRY AND CONSUMABLES FOR FY25	372412	11/26/24	455.22
SDG&E	GAS AND ELECTRIC SERVICES FOR FY25	372416	11/26/24	2,675.78
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372419	11/26/24	4,008.32
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372419	11/26/24	645.96
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372419	11/26/24	125.79
ALDEMO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372426	11/27/24	1,923.73
ALDEMO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372426	11/27/24	182.63
ALDEMO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372426	11/27/24	512.87
ALDEMO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. FY25	372426	11/27/24	65.23
AMAZON	LITERACY SERVICES GRANT-CRAFT SUPPLIES	372428	11/27/24	477.24
AMAZON	LITERACY SERVICES GRANT-MATERIALS	372429	11/27/24	379.29
AMAZON	ADULT LITERACY GRANT- SUPPLIES	372429	11/27/24	966.03
BILINGUAL DICTONARIES	BILINGUAL DICTIONARIES	372431	11/27/24	3,037.50
CASTILLO, DANIEL A	DJ/MC FOR A KIMBALL HOLIDAY/CSD PRC#14073	372434	11/27/24	1,850.00
EMERALD ISLE ENTERTAINMENT	25FT. FERRIS WHEEL A KIMBALL HOLIDAY/CSD PRC#14159	372437	11/27/24	5,924.00
LOS ANGELES PARTYWORKS	LED DANCE FLOOR A KIMBALL HOLIDAY/CSD PRC#14188	372443	11/27/24	5,099.75
MCGHEE, JOANNE	COFFEE AND CREAMER	372444	11/27/24	58.75
NATIONAL CITY HISTOR	MAINT AND OP. OF KIMBALL HOUSE MUSEUM/CSD	372446	11/27/24	5,000.00
PEIRCE, DENISSE	RFW-CONT. INST. MO. PYMT. FOR YOGA-NOV 24 DENISSE	372449	11/27/24	392.00
ROYAL ENTERTAINERS,	MR & MRS CLAUS GROUCH KIMBALL HOLIDAY/CSD PRC14136	372452	11/27/24	3,516.93
SAN DIEGO ICE MACHIN	40 TONS OF SNOW A KIMBALL HOLIDAY/CSD PRC#14160	372453	11/27/24	10,344.00
SCHOOL OUTFITTERS LL	STAGE PANELS FOR A KIMBALL HOLIDAY/CSD	372455	11/27/24	2,206.51
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	372456	11/27/24	292.94
STAPLES BUSINESS ADV	MOP 45704- LIBRARY- POST ITS AND THERMAL LABELS	372458	11/27/24	142.38
WINTERGREEN CORPORATION	TREE TOPPER FOR A KIMBALL HOLIDAY TREE/CSD	372471	11/27/24	1,247.73
Total for Department				63,955.00

<u>Engineering / PW's</u>				
BERT W. SALAS, INC.	CIP 24-11 3131 HOOVER AVE STORM DRAIN REPLACEMENT	372370	11/26/24	233,144.72
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372391	11/26/24	204.95
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372391	11/26/24	97.33
GRAINGER	MOP 65179 BUILDING SUPPLIES FY25-PW/FAC	372391	11/26/24	97.33
GRAINGER	MOP 65179 STREET SUPPLIES FY25-PW/STS	372391	11/26/24	320.18
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	372393	11/26/24	1,098.67
HOME DEPOT CREDIT SERVICES	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372403	11/26/24	163.93
HOME DEPOT CREDIT SERVICES	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372403	11/26/24	116.31
HOME DEPOT CREDIT SERVICES	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372403	11/26/24	564.91
NATIONAL CITY TROPHY	MOP 66556 VERTICAL WALL CLOCK FY25-PW/STS	372408	11/26/24	225.38
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	372410	11/26/24	205.00
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	372411	11/26/24	206.68
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	372412	11/26/24	69.51
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	372412	11/26/24	52.94
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	372412	11/26/24	172.89
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/STS	372413	11/26/24	653.91



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/STS	372413	11/26/24	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/STS	372413	11/26/24	10,564.35
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/STS	372413	11/26/24	121.88
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/STS	372413	11/26/24	115.33
UNITED FASTENER INC	SUSPENSION BOLTS FOR VEH #151-PW/EQM	372420	11/26/24	20.47
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	372421	11/26/24	168.36
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	372422	11/26/24	494.20
VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	372423	11/26/24	352.47
CALIFORNIA DIESEL CO	OPACITY TESTING DIESEL VEH FY25-PW/EQM	372432	11/27/24	1,375.00
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	372440	11/27/24	598.47
HASA INC	CHEMICALS FOR MUNICIPAL POOL-PW/FAC	372440	11/27/24	723.23
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372441	11/27/24	207.31
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372441	11/27/24	96.79
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372441	11/27/24	230.54
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372441	11/27/24	-140.29
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372441	11/27/24	149.62
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW/FAC	372441	11/27/24	318.80
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW/FAC	372442	11/27/24	75.43
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	372447	11/27/24	424.15
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372448	11/27/24	153.37
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	129.14
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	390.40
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	363.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	167.34
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	39.45
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	417.22
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	14.18
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	274.01
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	118.89
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	264.60
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	153.25
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	372450	11/27/24	77.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	372450	11/27/24	79.22
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	372450	11/27/24	70.39
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	372451	11/27/24	52.94
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	372451	11/27/24	45.11
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	372451	11/27/24	20.72
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	372451	11/27/24	98.41
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	372451	11/27/24	71.48
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	372451	11/27/24	20.72
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372454	11/27/24	598.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372454	11/27/24	484.20
SUPERIOR READY MIX	CONCRETE MATERIALS FOR FY25-PW/STS	372459	11/27/24	1,874.04
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES SEPT-NOV FY25-PW	372460	11/27/24	403.81
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES SEPT-NOV FY25-PW	372460	11/27/24	538.33
T MAN TRAFFIC SUPPLY	SIGN MATERIALS/BARRICADES FY25-PW/STS	372461	11/27/24	5,166.20
TARGET SPECIALTY PRO	QAC PREP CLASS FY25-PW/PARKS	372463	11/27/24	95.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/FAC	372465	11/27/24	211.51



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VULCAN MATERIALS COM	ASPHALT & ROCK MATERIALS FOR FY25-PW/STS	372466	11/27/24	614.18
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	372467	11/27/24	562.24
WETMORES	BATTERIES FOR VEH #034 FY25-PW/EQM	372468	11/27/24	2,320.22
WHITE CAP, LP	INSTANT PERMANENT ROAD REPAIR FY25-PW/STS	372469	11/27/24	815.09
WHITE CAP, LP	STREET MAITENANCE TOOLS FY25-PW/STS	372470	11/27/24	61.97
WRIGHT CONSTRUCTION,	CIP 19-11 PARADISE CREEK WATER QUALITY	372475	11/27/24	146,276.25
Total for Department				416,344.47

Finance

C A P F	DECEMBER 2024 - FIRE LTD	372371	11/26/24	1,298.00
CALIFORNIA LAW ENFOR	DECEMBER 2024 - PD LTD	372372	11/26/24	2,752.00
DELTA DENTAL OF CALI	DEC 2024 GRP #05-0908600000 DENTAL INS PREMIER	372376	11/26/24	17,108.62
DELTA DENTAL OF CALI	DEC 2024 GRP #05-0908601002 DENTAL INS PREMIER	372377	11/26/24	45.22
DELTA DENTAL OF CALI	DEC 2024 GRP #05-7029600000 DENTAL INS PREMIER	372378	11/26/24	1,830.97
DELTA DENTAL OF CALI	DEC 2024 GRP #05-7029600002 DENTAL INS PREMIER	372379	11/26/24	51.00
HEALTH NET INC	GRP #GX011A – DEC 2024 / HEALTH NET INSURANCE	372394	11/26/24	35,560.92
HEALTH NET INC	GRP. #LB439A – DEC 2024 / HEALTH NET INSURANCE	372395	11/26/24	25,153.52
HEALTH NET INC	GRP. #LB439F – DEC 2024 / HEALTH NET INSURANCE	372396	11/26/24	777.39
HEALTH NET INC	GRP. #N8240A – DEC 2024 / HEALTH NET INSURANCE	372397	11/26/24	2,019.15
HEALTH NET INC	GRP #R1192A – DEC 2024 / HEALTH NET INSURANCE	372398	11/26/24	66,113.93
HEALTH NET INC	GRP # R1192R – DEC 2024 / HEALTH NET – D. JONES	372399	11/26/24	920.47
HEALTH NET INC	GRP. #ZI454A – DEC 2024 / HEALTH NET INSURANCE	372400	11/26/24	333.00
HEALTH NET INC	GRP. #ZI454F – DEC 2024 / HEALTH NET INSURANCE	372401	11/26/24	3.02
HINDERLITER DE LLAMA	SALES TAX: OCT-DEC '24/AUDIT SERVICES - SALES TAX	372402	11/26/24	5,297.41
KAISER FOUNDATION HE	DECEMBER 2024 - GROUP #104220 KAISER INS ACTIVE	372405	11/26/24	215,324.71
KAISER FOUNDATION HE	DECEMBER 2024 - GROUP #104220 KAISER INS ACTIVE	372405	11/26/24	33,657.72
SASI	DEBITCARD & PROCESSING CHARGES/MONTHLY TRUST ACCTG	372415	11/26/24	842.50
AMAZON	PAINT SPRAYER ROCK GUARD FY25-PW/STS	372428	11/27/24	117.48
CALIFORNIA SOCIETY	2025 CSMFO MEMBERSHIP - CARRASCO	372433	11/27/24	60.00
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / FINANCE	372458	11/27/24	404.58
STAPLES BUSINESS ADV	MOP #45704 /OFFICE SUPPLIES / FINANCE	372458	11/27/24	74.46
WOODRUFF & SMART	REIMBURSEMENTS TO WSS FOR RSWA POWAY SITE PERMIT	372472	11/27/24	2,888.00
WOODRUFF & SMART	RSWA - GENERAL MANAGER MONTHLY INVOICE NOV 2024	372473	11/27/24	4,750.00
WOODRUFF & SMART	RSWA - LEGAL SERVICES - NOVEMBER 2024	372474	11/27/24	2,500.00
Total for Department				419,884.07

Fire

AAIR PURIFICATION SY	VEHICLE EXHAUST ADAPTER	372365	11/26/24	274.63
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372366	11/26/24	257.37
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372366	11/26/24	29.09
AMAZON	DOORBELL, HNDRL, WASHING MACHINE PARTS	372367	11/26/24	-77.06
AMAZON	DOORBELL, HNDRL, WASHING MACHINE PARTS	372367	11/26/24	-43.49
AMAZON CAPITAL SERVI	STREAMLIGHT CR123A LITHIUM BATTERIES/AMAZON	372368	11/26/24	51.12
FASTSIGNS	BRACKETS FOR RESERVE FIRE ENGINE	372383	11/26/24	184.17
FORESTRY SUPPLIERS I	SAFETY EQUIPMENT	372387	11/26/24	497.56
HAMLYN WILLIAMS INC	TEMP EMPLOYMT, SOA NARDYEZDA ACOSTA, WE-10-NOV-24	372392	11/26/24	860.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HAMLYN WILLIAMS INC	TEMP EMPLOYMNT, NARDYEZDA ACOSTA- WE 02-11-24	372392	11/26/24	860.00
L N CURTIS & SONS	1.75" & 2.5" X50" FIRE HOSES	372406	11/26/24	2,988.78
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	372412	11/26/24	25.00
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	372412	11/26/24	25.00
SUN BADGE COMPANY IN	BADGE FOR FLEET MANAGER (RUBEN)	372418	11/26/24	158.35
AMEDEE, WALTER	REIMBRSMNT, TRAVEL EXPNSE, MMASC PRC #T3274	372430	11/27/24	902.10
CROSS CONNECTIONS	REPLACED ANTENNA CUP ASSEMBLY, SPEAKER	372436	11/27/24	178.25
CROSS CONNECTIONS	NEW VHF RADIOS	372436	11/27/24	10,425.56
FAN4LIFEDECALS	HELMET IDENTIFIER DECALS	372438	11/27/24	337.62
MONTANO, HECTOR	PYMT, SPANISH CERT ACADEMY CLASSES- HECTOR MONTANO	372445	11/27/24	1,500.00
SIRCHIE ACQUISITION	PERMISSIBLE GAS DETECTOR SVC	372457	11/27/24	243.80
Total for Department				19,677.85

Housing / Sec 8

SOUTH BAY SHREEDDING	MONTHLY FEE FOR SERVICE OCTBER 2024 FOR SECTION 8	372417	11/26/24	105.00
Total for Department				105.00

Human Resources

DEPARTMENT OF JUSTIC	NEW EMPLOYEE FINGERPRINT TEST RESULTS-DOJ OCTOBER	372380	11/26/24	369.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION-OCTOBER	372389	11/26/24	8.25
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00035/CONTRACT #20240203	372407	11/26/24	88.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00037/CONTRACT #20240203	372407	11/26/24	7,480.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00001/CONTRACT #20240203	372407	11/26/24	2,555.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00033/CONTRACT #20240203	372407	11/26/24	146.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00034/CONTRACT #20240203	372407	11/26/24	489.60
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00036/CONTRACT #20240203	372407	11/26/24	616.00
LIEBERT CASSIDY WHI	PERSONNEL MATTER #NA040-00038/CONTRACT #20240203	372407	11/26/24	1,022.00
WAITE, MARIA C.	REIMBURSEMENT FOR 2-DAY PARKING/CALPERS FORUM	372424	11/26/24	38.00
AETNA BEHAVIORAL HEA	EMPLOYEE ASSISTANCE PROGRAM-DEC2024	372425	11/27/24	825.60
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	372427	11/27/24	207.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICALS	372435	11/27/24	642.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL	372435	11/27/24	424.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICALS	372435	11/27/24	1,404.00
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372458	11/27/24	154.97
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372458	11/27/24	521.39
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372458	11/27/24	43.47
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/HUMAN RESOURCES	372458	11/27/24	11.14
Total for Department				17,045.42

MIS

HRTM CONSULTING	TELESTAFF TRAINING FOR PD	372404	11/26/24	4,230.00
Total for Department				4,230.00

NSD



WARRANT REGISTER # 22
11/28/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				0.00
Police				
SAN DIEGO MIRAMAR CO	TRAINING REGIONAL OFFICER TRAINING TUITION BERNAL	372414	11/26/24	23.00
GOVERNMENT TRAINING	TUITION: KFITCHHORN TRAFFIC COLLISION RECONSTRUCTI	372439	11/27/24	950.00
Total for Department				973.00
Risk				
COLLISION AND INJURY	VARGAS, NORA VS. CITY OF NATIONAL CITY, ET AL.	372373	11/26/24	2,242.50
STAPLES BUSINESS ADV	MOP #45704/OFFICE SUPPLIES/RISK MANAGEMENT	372458	11/27/24	74.39
Total for Department				2,316.89
A/P Total				958,696.29
WIRED PAYMENTS				
Finance				
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES A BOND PAYMENT	674	11/27/24	64,765.00
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES A BOND PAYMENT	674	11/27/24	36,316.43
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES B BOND PAYMENT	686	11/27/24	41,426.06
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES B BOND PAYMENT	686	11/27/24	44,913.00
PUBLIC EMP RETIREMEN	SERVICE PERIOD 10/29/2024-11/11/2024	243260105	11/22/24	357,698.48
SECTION 8 HAPS		Start Date	End Date	
		12/2/2024	12/2/2024	1,460,823.11
GRAND TOTAL				2,964,638.37



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Warrant Register #23 for the Period of 11/29/24 through 12/05/24 in the Amount of \$4,249,500.47

RECOMMENDATION:

Ratify Warrants Totaling \$4,249,500.47

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 11/29/24 – 12/05/24. Consistent with the Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	372575	238,866.60	CIP 22-09 Eastside I-805 Community Green
Sonsray Machinery	372605	176,028.55	Large Front Loader for Eng/ PW/ Street
Wright Construction	372616	205,713.00	CIP 24-08 Paradise Creek Emergency Storm
Union Tower One LP	5024	1,867,847.90	Union Tower Construction Draw Req #5

FINANCIAL STATEMENT:

Warrant Total \$4,249,500.47

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – FY25 Warrant Register No. 23



WARRANT REGISTER # 23
12/5/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Mayor and Council</u>				
MOLINA, LUZ	TRAVEL REIMB / SDRG BINATIONAL DELEGATION MEXICO	372586	12/5/24	47.74
	Total for Department			47.74
<u>Building/Planning</u>				
	Total for Department			0.00
<u>CAO</u>				
DEVANEY PATE MORRIS	LEGAL SERVICES FOR THE PORT OF SD	372574	12/5/24	11,200.58
	Total for Department			11,200.58
<u>City Clerk</u>				
	Total for Department			0.00
<u>CMO</u>				
ICMA MEMBERSHIP RENE	MEMBERSHIP DUES -BEN MARTINEZ- JAN 1- DEC 31, 2025	372583	12/5/24	1,200.00
NATIONAL CITY TROPHY	MOP#66556 - CULTURE CLUB - PERPETUAL PLATE -	372587	12/5/24	21.75
SERGIO JOSUE RODRIGUEZ	CULTURE CLUB SERGIOS PHOTOBOOTH- CHRISTMAS HOL	372604	12/5/24	489.00
	Total for Department			1,710.75
<u>Community Services/Nutrition/Library</u>				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. F	372560	12/5/24	1,588.98
AMAZON	THE SCARIEST STORY YOU'VE EVER HEARD, BOOKS ASIN	372562	12/5/24	263.60
AMAZON	LITERACY GRANT- CAFE NIGHTS SUPPLIES	372562	12/5/24	221.60
AMAZON CAPITAL SERVI	A KIMBALL HOLIDAY EVENT SUPPLIES/CSD PRC#14293	372563	12/5/24	580.65
AMAZON CAPITAL SERVI	PHOTOGRAPHY LIGHTING KIT	372563	12/5/24	200.39
AMAZON CAPITAL SERVI	COLLAPSIBLE WHEELED CRATE/CSD	372563	12/5/24	65.24
AMAZON CAPITAL SERVI	DRIP TRAYS & PRG SUPPLIES-FAB PRG/CSD	372563	12/5/24	155.87
BOOT WORLD	WORK BOOTS FOR YOSELYN REYNA	372565	12/5/24	63.60
SEAPORT MEAT COMPANY	FOOD AS NEEDED FOR NUTRITION CTR. FY25	372603	12/5/24	1,027.12
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTRITION	372608	12/5/24	99.17
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. F	372611	12/5/24	3,733.18
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION CTR. F	372611	12/5/24	127.61
T'S & SIGNS INC	MARKETING SIGNS FOR KIMBALL HOLIDAY/CSD PRC#1431	372612	12/5/24	1,209.30
	Total for Department			9,336.31
<u>Engineering / PW's</u>				
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	372564	12/5/24	-14,022.31
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	372564	12/5/24	30,819.84



WARRANT REGISTER # 23
12/5/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	372564	12/5/24	21,284.36
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	372564	12/5/24	314.18
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	372564	12/5/24	2,223.20
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	372564	12/5/24	-5,053.33
COUNTY OF SAN DIEGO	MUNICIPAL POOL RENEWAL FY25-PW/FAC	372570	12/5/24	576.00
D-MAX ENGINEERING IN	NC WETLAND EXPANSION & PARK SITE PROJ.	372572	12/5/24	938.87
D-MAX ENGINEERING IN	FY24 -FY25 STORM WATER SERVICES	372573	12/5/24	13,831.87
D-MAX ENGINEERING IN	FY24 - FY25 WASTWATER SERVICES INCLUDING FOG	372573	12/5/24	10,845.84
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT PROJE	372575	12/5/24	238,866.60
DICK MILLER INC	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT PROJ.	372576	12/5/24	12,571.93
FELICIFIC FENCING	CIP 24-09 KIMBALL PARK BASKETBALL COURT FENCING	372577	12/5/24	4,185.00
NORTH COUNTY EVS INC	FIRE APPARATUS SERVICES FY25-PW/EQM	372589	12/5/24	5,400.00
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	372591	12/5/24	284.82
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372592	12/5/24	15.51
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372592	12/5/24	78.01
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372592	12/5/24	12.07
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372592	12/5/24	68.51
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	372593	12/5/24	175.22
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY25-PW/EQM	372594	12/5/24	353.51
RANDALL LAMB ASSOCIA	NTP- CITY STORM WATER PUMP AT SE CORNER MILE OF C	372596	12/5/24	4,400.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/FAC	372599	12/5/24	48.61
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS NOV FY25-PW/STS	372599	12/5/24	47.49
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372600	12/5/24	1,507.06
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	372600	12/5/24	598.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE-FY25-PW/FAC	372600	12/5/24	3,195.45
SONSRAY MACHINERY LL	LARGE FRONT LOADER FOR ENGINEERING/PW STREET/W	372605	12/5/24	176,028.55
SOUTHWEST BOULDER &	RED INFIELD MIX FY25-PW/EQM	372607	12/5/24	497.54
SWRCB	ANNUAL PERMIT FEE FOR NC PHASE I MS4	372610	12/5/24	27,293.00
WRIGHT CONSTRUCTION,	CIP 24-08 PARADISE CREEK EMERGENCY STORM DAMAGE	372616	12/5/24	205,713.00
Total for Department				743,098.40

Finance

BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - DECEMBER 2024	372476	12/3/24	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372477	12/3/24	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - DECEMBER 2024	372478	12/3/24	640.00
BISHOP, RANDY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372479	12/3/24	110.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - DECEMBER 2024	372480	12/3/24	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - DECEMBER 2024	372481	12/3/24	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - DECEMBER 2024	372482	12/3/24	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - DECEMBER 2024	372483	12/3/24	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - DECEMBER 2024	372484	12/3/24	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372485	12/3/24	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372486	12/3/24	460.00
COLE, LYNN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372487	12/3/24	165.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - DECEMBER 2024	372488	12/3/24	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - DECEMBER 2024	372489	12/3/24	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372490	12/3/24	520.00



WARRANT REGISTER # 23
12/5/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DALLA, MICHAEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372491	12/3/24	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372492	12/3/24	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372493	12/3/24	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372494	12/3/24	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372495	12/3/24	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - DECEMBER 2024	372496	12/3/24	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - DECEMBER 2024	372497	12/3/24	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372498	12/3/24	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - DECEMBER 2024	372499	12/3/24	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372500	12/3/24	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372501	12/3/24	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372502	12/3/24	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - DECEMBER 2024	372503	12/3/24	540.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372504	12/3/24	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372505	12/3/24	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372506	12/3/24	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - DECEMBER 2024	372507	12/3/24	660.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372508	12/3/24	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - DECEMBER 2024	372509	12/3/24	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - DECEMBER 2024	372510	12/3/24	400.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372511	12/3/24	200.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372512	12/3/24	780.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - DECEMBER 2024	372513	12/3/24	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372514	12/3/24	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - DECEMBER 2024	372515	12/3/24	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - DECEMBER 2024	372516	12/3/24	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372517	12/3/24	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - DECEMBER 2024	372518	12/3/24	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372519	12/3/24	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372520	12/3/24	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372521	12/3/24	100.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - DECEMBER 2024	372522	12/3/24	280.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - DECEMBER 2024	372523	12/3/24	290.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372524	12/3/24	460.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372525	12/3/24	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372526	12/3/24	460.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - DECEMBER 2024	372527	12/3/24	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - DECEMBER 2024	372528	12/3/24	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - DECEMBER 2024	372529	12/3/24	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - DECEMBER 2024	372530	12/3/24	340.00
PE, RAY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372531	12/3/24	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - DECEMBER 2024	372532	12/3/24	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - DECEMBER 2024	372533	12/3/24	280.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372534	12/3/24	190.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372535	12/3/24	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372536	12/3/24	240.00
ROARK, LANNY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372537	12/3/24	135.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372538	12/3/24	260.00



WARRANT REGISTER # 23
12/5/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372539	12/3/24	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - DECEMBER 2024	372540	12/3/24	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - DECEMBER 2024	372541	12/3/24	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372542	12/3/24	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372543	12/3/24	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372544	12/3/24	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - DECEMBER 2024	372545	12/3/24	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - DECEMBER 2024	372546	12/3/24	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372547	12/3/24	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - DECEMBER 2024	372548	12/3/24	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372549	12/3/24	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - DECEMBER 2024	372550	12/3/24	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372551	12/3/24	250.00
UNGAB, STELLA	RETIREE HEALTH BENEFITS - DECEMBER 2024	372552	12/3/24	600.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372553	12/3/24	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - DECEMBER 2024	372554	12/3/24	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - DECEMBER 2024	372555	12/3/24	520.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - DECEMBER 2024	372556	12/3/24	220.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - DECEMBER 2024	372557	12/3/24	560.00
RELIANCE STANDARD	DEC 2024 - GRP VAI826233/VCI801146/VG180848	372597	12/5/24	3,880.99
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / FINANCE DEPT	372608	12/5/24	29.82
STAPLES BUSINESS ADV	MOP #45704/ OFFICE SUPPLIES/ FINANCE/ CREDIT MEMO	372608	12/5/24	-29.82

Total for Department 37,490.99

Fire

ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372558	12/5/24	162.70
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	372558	12/5/24	595.86
ALLSTAR FIRE EQUIPME	STRUCTURAL FIREFIGHTING TURNOUTS, HOODS & BOOTS	372561	12/5/24	3,338.09
AMAZON	BATTERY FOR PATCHES & PUMPERS	372562	12/5/24	165.79
CITY OF CHULA VISTA	PRC#T3255, ARMANDO MARTINEZ, S-212 WILDLAND FIRE	372566	12/5/24	550.00
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WILDLAN	372578	12/5/24	435.00
HAMLIN WILLIAMS INC	TEMP EMPLOYMT, NARDYEZDA ACOSTA, WE 17-NOV-24	372579	12/5/24	860.00
HEIMAN, INC.	REDUCERS & INCREASERS/SMOKECHASER PUMP	372580	12/5/24	223.68
MES CALIFORNIA	FIRE NOZZLES	372585	12/5/24	1,015.20
PRO BUILD COMPANY	MOP#45707, 2X4 - 8 DF S&B LNW GRN	372595	12/5/24	284.83
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE TUBE	372598	12/5/24	258.32
STAPLES BUSINESS ADV	MOP# 45704, OFFICE SUPPLIES, PURPLE POST-ITS,	372608	12/5/24	277.06
STAPLES BUSINESS ADV	MOP#45704, OFFICE SUPPLIES, PERK 12 PAPER BOWL	372608	12/5/24	151.22
STILES, JAMES	J STILES EDUC REIMBRSMT CLAIM, GEN PSYCHOLOGY PS	372609	12/5/24	764.00
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FOR FIRE STATIONS	372614	12/5/24	1,666.94

Total for Department 10,748.69

Housing / Sec 8

NATIONAL CREDIT REPORT	JULY 2024, FEE FOR CRIMINAL REPORT FOR SECTION 8	372588	12/5/24	161.40
OFFICE SOLUTIONS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	372590	12/5/24	296.66



WARRANT REGISTER # 23
12/5/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				458.06
<u>Human Resources</u>				
Total for Department				0.00
<u>MIS</u>				
Total for Department				0.00
<u>NSD</u>				
WILLIAMSON, QIANA	REIMBURSEMENT RTFH CONFERENCE	372615	12/5/24	161.78
Total for Department				161.78
<u>Police</u>				
AL-MOSAWI, SADIQ	TRAINING POST PLN 4 ADV MEALS FOR INTRV INT T3249	372559	12/5/24	336.00
CORADO, GIOVANNI	TRAINING POST PLN 4 MEAL ADV SUB ADV CNT PRCT3266	372569	12/5/24	218.00
CRUZ, JORGE	TRAINING ADV POST PLN 4 SUB FOR MEALS PRC T3245	372571	12/5/24	672.00
HERNANDEZ, PAUL	POST TRNNG REIM FOR PLN 4 MEALS FOR SHERMAN BLK	372581	12/5/24	218.00
HERNANDEZ, PAUL	TRAINING POST PLAN 4 REIMBURSEMENT SLI 7 MEALS	372582	12/5/24	218.00
LONG, DANIEL	TRAINING POST PLN 4 AVD MEAL SUB FOR ADV CNT T3266	372584	12/5/24	218.00
SOSA, PAMELA	TRAINING POST PLN 4 FOR SDCRLI SESSION 3 PRC 3280	372606	12/5/24	102.00
TEC-DURAZO, FREDDY	TRAINING POST PLN 4 ADV MEAL SUBSIS PRC T3245	372613	12/5/24	672.00
Total for Department				2,654.00
<u>Risk</u>				
CLAIMS MANAGEMENT	AGREEMENT TO PROVIDE MONTHLY RISK / JULY 2024	372567	12/5/24	7,040.00
CLAIMS MANAGEMENT	MONTHLY RISK MANAGEMENT SERVICES/ AUG2024	372568	12/5/24	7,810.00
SD ORTHOPEDIC MEDICAL	THOMAS, FRANK VS. CITY OF NATIONAL CITY, ET AL.	372601	12/5/24	4,125.00
SD ORTHOPEDIC MEDICAL	THOMAS, FRANK VS. CITY OF NATIONAL CITY, ET AL.	372602	12/5/24	4,650.00
Total for Department				23,625.00
A/P Total				840,532.30
<u>PAYROLL</u>				
Pay period	Start Date	End Date	Check Date	
25	11/12/2024	11/25/2024	12/4/2024	1,506,195.20
<u>WIRED PAYMENTS</u>				
<u>Engineering / PW's</u>				
ARCO BUSINESS SOLUTI	FUEL FOR CITY FLEET NOV FY25-PW/EQM	243380121	12/4/24	34,925.07
<u>Housing / Sec 8</u>				



WARRANT REGISTER # 23
12/5/2024

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
UNION TOWER ONE LP	UNION TOWER CONSTRUCTION DRAW REQUEST #5	5024	12/5/24	1,867,847.90
GRAND TOTAL				<u>4,249,500.47</u>



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Compensation of Mayor and City Council.

RECOMMENDATION:

Discuss and provide direction to staff.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

As an election has occurred and resulted in elected officials beginning new terms of office, it is now legally permissible for the Mayor and members of the City Council to approve changes to their own compensation. In accordance with Government Code section 36516.5, changes to compensation must coincide with elections at which members begin a new term in office. Changes made to compensation outside this window will not be effective until the following term in office (in two years).

The City Council may increase its compensation either by ordinance or at an election. At any municipal election, the amount of the salary can be submitted to the voters (Government Code section 36516(b)). Historically, at the City of National City compensation has been set by ordinance enacted by the City Council. The last salary adjustment for Mayor and City Council occurred on April 18, 2023, set by Ordinance No. 2023-2517. The last salary adjustment set the base salary of the City Council at \$1,546.71 per month and the base salary of the Mayor at \$5,211.95 per month. Compensation increases cannot exceed 5% per calendar year from the date of the last increase in compensation, Government Code Section 36516(a)(4). An elected Mayor, pursuant to Government Code Section 36516.1, may be provided with additional compensation to that which he/she receives as a Councilmember. There are no limitations imposed on the amount of the Mayor's compensation. In the past, City Council has used a variety of methods to set their compensation, including matching elected official compensation increases to the percentage increases provided to Municipal Employee Association (MEA) staff or using regional benchmarking to inform the decision. Attached as Exhibit A is a 2024 survey of Mayor and City Council member compensation for San Diego County municipalities.

Based on the 5% per calendar year limit, the City Council can increase compensation up to 10% at this point in time. A 10% increase would increase City Council members' compensation to \$1,701.38 per month and the Mayor's compensation to \$5,733.15 per month. Should City Council agree to an increase in compensation, staff will return at the following meeting with a proposed ordinance. Increasing the compensation of City Council members and the Mayor will also require a budget appropriation for the remainder of fiscal year 2025.

FINANCIAL STATEMENT:

An increase at the maximum 10% allowable by law will add approximately \$13,678.55 of new expenditures annually to the General Fund.

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 at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Survey of San Diego County Elected Official Salaries

2024 Survey of San Diego County Mayor & Council Salaries

City	Mayor	Council
Carlsbad	\$2,454.75 monthly Additional \$75 per meeting when serving as CDC (max \$150 per month) \$450 monthly car allowance (Effective 1/1/2025)	\$2,354.75 Additional \$75 per meeting when serving as CDC (max \$150 per month) Additional \$100 per meeting when serving as CMWD (max \$300 per month) \$350 monthly car allowance (Effective 1/1/2025)
Chula Vista	The Mayor shall receive an annual salary equivalent to 66% of the salary of a Judge of the Superior Court of the State of California (currently \$161,000.32 annually) Additional \$50 for Housing Authority Meetings \$1,000 monthly car allowance	Councilmembers receive 40% of the salary of the Mayor (currently \$64,400.18 annually) Additional \$50 for Housing Authority Meetings \$550 monthly car allowance
Coronado	\$1,187.50 monthly \$225 Monthly Expense Allowance for expenses actually incurred (Effective 1/1/2025)	\$1,187.50 monthly \$150 Monthly Expense Allowance for expenses actually incurred (Effective 1/1/2025)
Del Mar*	\$300 monthly \$50 monthly car allowance	\$300 monthly
El Cajon	\$3,380 monthly (Effective 1/1/2025)	\$2,336 monthly (Effective 1/1/2025)
Encinitas	\$1,819.70 monthly \$350 monthly car allowance	\$1,719.70 monthly \$350 monthly car allowance
Escondido	\$6,280.12 monthly \$750 monthly car allowance	\$2,245.06 monthly \$750 monthly car allowance
Imperial Beach	\$800 monthly	\$950.00 monthly
La Mesa	\$2,000 monthly \$400 monthly car allowance	\$1,000 monthly \$350 monthly car allowance
Lemon Grove	\$1,405.21 monthly \$175 monthly car allowance	\$803 monthly \$175 monthly car allowance
National City	\$5,211.95 monthly \$350 expense allowance \$750 monthly car allowance	\$1,546.71 monthly \$350 expense allowance
Oceanside	\$2,107.91 monthly Additional \$350 per month for CDC Additional \$50 per meeting when serving as Harbor Port (max \$200 per month) Expense Allowance \$400 monthly	\$1,932.75 monthly Additional \$350 per month for CDC Additional \$50 per meeting when serving as Harbor Port (max \$200 per month) Expense Allowance \$350 monthly
Poway	\$2,537.91 monthly \$193.85 per pay period car allowance (Effective 1/1/2025)	\$1,812.37 monthly \$138.46 per pay period car allowance (Effective 1/1/2025)
San Marcos	\$977.64 monthly Additional \$50 per meeting acting as Authority \$300 monthly car allowance	\$977.64 monthly Additional \$50 per meeting acting as Authority \$300 monthly car allowance
Santee	\$3,45.81 monthly \$450 monthly car allowance \$90 monthly technology allowance (Effective 7/1/2024)	\$1,925.94 monthly \$400 monthly car allowance \$90 monthly technology allowance (Effective 7/1/2024)
Solana Beach	\$1,152 monthly \$350 monthly car allowance	\$1,032 monthly \$350 monthly car allowance

Vista	\$3,317 monthly Additional # \$147.75 per meeting when serving as Buena Sanitation District (Effective 12/13/2024)	\$3,196 monthly Additional # \$147.75 per meeting when serving as Buena Sanitation District (Effective 12/13/2024)
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* All Mayors listed are separately elected positions except the City of Del Mar, whose Mayor is appointed by the Council



AGENDA REPORT

Department: Finance
Prepared by: Bruce Foltz, Finance Director
Meeting Date: Tuesday, January 21, 2025
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Establish an Investment Account with Neighborhood National Bank

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Investment of \$2,000,000 with Neighborhood National Bank."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Neighborhood National Bank is a Community Development Financial Institution (CDFI) that offers affordable loans to low-and-moderate-income communities. A Community Development Financial Institution (CDFI) is a private financial organization that provides financial services to underserved communities. The purpose of CDFIs is aimed to expand economic opportunity by providing affordable financial services to local residents and businesses. CDFIs offer loans for first time home buyers, support community residents starting businesses, and invest in local health centers, schools, or community centers. What distinguishes CDFI banks from other financial institutions is their community development mission and the requirement that at least 60 percent of their financing activities be targeted to one or more low-and-moderate-income (LMI) populations or underserved communities. By investing in a CDFI, it allows those dollars to be reinvested within the local community. Under this program, the bank will utilize an investment strategy known as CDARS (Certificate of Deposit Account Registry Service), which is an investment vehicle that allows large deposits to be spread across various banking institutes by purchasing Certificates of Deposit (CD) from various banks in amounts that fall within the Federal Deposit Insurance Corporation (FDIC) insurance limits. Upon investing with Neighborhood National Bank, the bank will purchase certificates of deposit in the amounts of \$250,000 from various leading national banks. Each CD falls within the FDIC insured limits. In return, the City will receive an aggregate interest rate on the invested CDs. As of mid-December 2024, Neighborhood National Bank offered CDs with interest rates ranging from 3.7% for a 12-month CD to 3.9% for a 60-month CD.

Currently, the City's investment portfolio represents approximately \$116 million. Of these investments, approximately one-third of the funds are invested in the San Diego County Investment Pool with a market yield of 3.94%. Another one-third of the City's portfolio is managed by Chandler Asset Management, which produced a market yield of 4.82% while the remaining one-third of the City's investment portfolio represents funds that are held by the Local Agency Investment Fund (LAIF), a statewide investment pool with a market yield of 4.48%.

Under the current investment policy, the City is allowed to invest no more than 30% of the total portfolio in a combination of certificates of deposit, including CDARS, with a maximum maturity of

five years. The overriding objectives of the City's investment policy are to preserve principal, provide sufficient liquidity and manage investment risk with the underlying philosophy of Safety, Liquidity and Return. The investment with Neighborhood National Bank under the CDARS investment strategy falls within the City's investment policy. However, it should be noted that although these funds may not earn a yield as high as the current investment pool options, these funds support Neighborhood National Bank's effort to make loans to residents and business within the National City community.

Neighborhood National Bank is currently under construction and will open a local branch at the corner of 8th Street and C Avenue in downtown National City later this year.

FINANCIAL STATEMENT:

Staff recommends initially investing \$2,000,000 with Neighborhood National Bank by purchasing Certificates of Deposit under the CDARS investment strategy.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic 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 – Neighborhood National Bank Brochure
Exhibit B – Policy No. 203 Investments
Exhibit C - Resolution

HISTORY

- Established in Southeast San Diego in 1997
- First nationally-chartered Community Development Financial Institution (CDFI)
- The only financial institution CDFI in San Diego County
- Headquarters in Chula Vista with branch office in Rancho San Diego
- As a CDFI, we are able to secure grants and capital from the Treasury Dept. at below market rates to deploy in low and moderate income communities



As of December 31, 2023:

- Total Assets \$147 million
- Total Loans \$115 million
- Total Deposits \$120 million
- "Well-Capitalized" \$17.6 million

Contact Information

Melyn Acasio

Senior Vice President | Community Development Officer

C: 619-417-9424

macasio@mynnb.com

MISSION

- As a Community Development Financial Institution (CDFI) we are **committed and invested into San Diego County's low and moderate income communities**
- As a local community bank, we pride ourselves on **utilizing local deposits to invest into small businesses** who serve as the economic engine in these communities
- Aiming to be a good community neighbor, we provide access to capital that creates jobs, provides affordable housing and **promotes neighborhood revitalization**
- **Neighborhood provides loans, deposits and advisory support** to businesses in low and moderate income communities

PUTTING DEPOSITS TO WORK IN THE COMMUNITY

- In 2022, **91% of loan dollars Neighborhood funded went into CDFI-qualified low and moderate income census tracts**, totaling nearly \$33 million and we funded a similar dollar amount of loans in qualified census tracts in 2023

To continue this good work of helping businesses start, grow, expand and help improve housing, Neighborhood requires liquidity in the form of deposits that will:

- Promote economic development in distressed areas of the County
- Enable us to continue funding loans to benefit small businesses and create affordable housing in low and moderate income communities
- Promote our status as the only financial institution CDFI in San Diego County



WHY BANK AT NEIGHBORHOOD NATIONAL BANK?

- Q) How will Neighborhood National Bank (NNB) keep your deposits safe?
- A) We offer 100% FDIC insurance coverage via IntraFi Network providing you with zero risk of loss.

- Q) What are capital levels and ratios at NNB?
- A) As of March 31, 2024, NNB was “well-capitalized” as defined by banking regulations. Total capital was \$17.3 million, and in the second quarter, an additional \$6 million in capital has been raised at the Bank level.

Capital ratios as of 3/31/24:

Leverage Ratio	11.98%	Well Capitalized > 5.00%
Total Capital Ratio	17.19%	Well Capitalized > 10.00%

- Q) What will NNB do with your deposits?
- A) 100% of your deposits will be utilized to make loans within your service area, primarily to small businesses that are minority, woman, and veteran owned. In addition, NNB provides financing for multifamily affordable housing in low and moderate-income neighborhoods.
- Q) Why choose NNB as a Bank partner for your deposits?
- A) NNB is the oldest community bank in San Diego County and the only community bank headquartered in South County. We are the only Community Development Financial Institution (CDFI) in San Diego County, and have had that designation since 1997. We are a mission-driven organization dedicated to serving low and moderate-income communities, and we are a Bank that does good in the communities it serves.
- Q) Why bank at NNB versus a large national bank?
- A) While your money is just as safe at NNB as any large national bank, you are not just a number to us. We provide outstanding, personalized customer service with access to executive management and local Board members, and it's a way for a local agency to assure that it's assets are benefitting the local community to the maximum extent possible without any financial risk.
- Q) What is the experience of the management team and Board?
- A) The executive management team at NNB are all experienced community bank executives with decades working at San Diego community banks. Mitch Thompson serves as a Director of the Bank.



**CITY OF NATIONAL CITY
INTEREST RATE SCHEDULE**

As of December 18, 2024

<u>Product</u>	<u>Rate</u>	<u>APY</u>
12 Month CD	3.70%	3.77%
24 Month CD	3.75%	3.82%
36 Month CD	3.80%	3.87%
48 Month CD	3.85%	3.92%
60 Month CD	3.90%	3.98%

FDIC insurance available on deposits greater than \$250,000 via IntraFi network

This rate chart contains information about interest rates and annual percentage yields for some of the accounts we offer.

Rates are effective as of the date listed above, and will be guaranteed until December 31, 2024.

Interest on Certificates of Deposit is compounded daily.

A penalty will be imposed for early withdrawal on Certificates of Deposit.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: November 19, 2024

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

CalPERS, OPEB trusts, and the investment of employees' deferred compensation funds invested pursuant to Government Code Section 53609.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety:* Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
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2. *Liquidity:* The investment portfolio will remain sufficiently liquid to meet all operating requirements
3. *Return:* The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

A. *Prudent Investor Standard:* Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

B. *Indemnification:* The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

C. *Ethics:* Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
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responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Services Officer.

The Director of Finance or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City's Director of Finance or designee will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification.
2. Primary government dealers as designated by the Federal Reserve Bank;
3. Nationally or state-chartered banks;
4. The Federal Reserve Bank;
5. Savings association or federal association (as defined in Section 5102 of the Financial Code); and
6. Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C All financial institutions which desire to become qualified bidders for investment

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment:* Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping:* To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions:* All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

- a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and
- b. No more than 5% per issuer.

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- c. No more than 30% of the total portfolio may be invested in municipal bonds.
- 2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
- 3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
- 4. **Banker's acceptances**, provided that:
 - a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated in rating category "A" or higher by at least two nationally recognized statistical rating organizations;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.
- 5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.
- 6. **Certificate of Deposit Placement Service (CDARS)**
 - a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS
 - b. The maturity of CDARS deposits does not exceed 5 years.
- 7. **Negotiable certificates of deposit (NCDs)**, provided that:
 - a. They are issued by institutions which have long-term obligations which are rated

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“A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;

- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. **Commercial paper**, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organizations; and
- d. No more than 25% of the total portfolio is invested in commercial paper and no more than 5% per issuer. Under a provision sunseting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency’s investment assets under management are greater than \$100,000,000.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Director of Finance or Financial Services Officer or designee to adequately judge the risk inherent in LAIF’s portfolio.

10. **Local government investment pools.**

- a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

- a. Such notes have a maximum maturity of 5 years;

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- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least one nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the total portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities, asset-backed securities, and collateralized mortgage obligations from issuers not defined in sections 2 and 3 of the Authorized and Suitable Investments section of this policy, provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the total portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
 - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
- b. Purchase of securities authorized by this subdivision may not exceed 20% of the total portfolio.

14. Supranationals, provided that:

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- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the total portfolio may be invested in any single issuer.
- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.^[AS2]
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.
8. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

B. Mitigating credit risk in the portfolio

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Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;

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2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;

3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and

4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

A. Overall objective: The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

B. Specific objective: The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City’s investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

A. Procedures: The Director of Finance or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance or designee.

B. Internal Controls: The Director of Finance or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City’s investment procedures manual.

XII. REPORTING AND REVIEW

A. Monthly reports: The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the

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reporting period.

B. Quarterly reports: Quarterly investment reports will be submitted by the Director of Finance or designee to the City Council, at an agendaized meeting within 45 days of the end of the quarter. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

C. Annual Policy review: The Investment Policy will be reviewed at least annually within 120 days of the end of the fiscal year and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53609 and 53630-53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”
Appendix II attached: “Glossary of Investment Terms”

Prior Policy Amendments

October 23, 1990 – Established Policy
May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990
August 6, 1996 (Resolution No. 96-130)
August 26, 1997 (Resolution No. 97-110)
October 6, 1998 (Resolution No. 98-136)
September 7, 1999 (Resolution No. 99-130)
October 2, 2001 (Resolution No. 2001-151)
October 1, 2002 (Resolution No. 2002-149)
October 7, 2003 (Resolution No. 2003-139)
June 7, 2005 (Resolution No. 2005-118)
October 4, 2005 (Resolution No. 2005-215)
August 21, 2007 (Resolution No. 2007-202)
February 19, 2008 (Resolution No. 2008-37)

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February 19, 2008 (Resolution No. 2008-38) CDC
January 10, 2012 (Resolution No. 2012-09)
December 10, 2013 (Resolution No. 2013-189)
December 16, 2014 (Resolution No. 2014-172)
December 15, 2015 (Resolution No. 2015-186)
December 6, 2016 (Resolution No. 2016-189)
October 17, 2017 (Resolution No. 2017-203)
November 20, 2018 (Resolution No. 2018-189)
August 18, 2020 (Resolution No. 2020-151)
June 21, 2022 (Resolution No. 2022-107)
August 15, 2023 (Resolution No. 2023-116)
November 19, 2024 (Resolution No.2024-135)

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Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Assistant City Manager
Financial Services Officer
Director of Finance or designee

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Appendix II GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

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rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Fiduciary. A person or organization that acts on behalf of another person(s) or organization

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that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the best interests of their clients.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

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Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) years' time.

Structured note. Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded

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options and shifts in the shape of the yield curve.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

RESOLUTION NO. 2025 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
AUTHORIZING THE INVESTMENT OF \$2,000,000 WITH NEIGHBORHOOD NATIONAL BANK**

WHEREAS, the City Council desires a mechanism to provide economic stimulus for the residents and business community of the City of National City; and

WHEREAS, Neighborhood National Bank is a Community Development Financial Institution (CDFI) that offers affordable loans to low-and-moderate-income communities.; and

WHEREAS, the City's investment of \$2.0 million with Neighborhood National Bank will provide the bank resources to provide affordable loans to residents and businesses within the City of National City; and

WHEREAS, with the investment of these funds with Neighborhood National Bank, the City will receive a return on its investments; and

WHEREAS, these investments are in accordance with section VIII (6) of City Council Policy 203 Investments; and

WHEREAS, in accordance with City Council Policy 203, the purchase of Certificates of Deposit shall not exceed a period of five (5) years.

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 and/or the Finance Director to invest \$2,000,000 with Neighborhood National Bank for the purchase of Certificates of Deposit.

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 21st day of January, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Councilmember Jose Rodriguez

Today's Date: January 14, 2025

Is this matter considered Time-Sensitive by another entity deadline? Yes

WRITTEN REQUEST

I, Jose Rodriguez, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

A presentation from our Public Works Department on updates pertaining to the
National City Urban Forest Management Plan, with the highlight of where the city is
in reaching the outlined goals and expectations.



CITY COUNCIL ITEM REQUEST

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Requesting Member of City Council: Councilmember Jose Rodriguez

Today's Date: Wednesday, January 8, 2025

Is this matter considered Time-Sensitive by another entity deadline? Yes

WRITTEN REQUEST

I, Jose Rodriguez, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

An ordinance amending Title 9 of the National City Municipal Code by amending Chapter 9.38 pertaining to a Tobacco Retailer License and restricting the sale, display, and promotion of tobacco to youth.
