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

Scott W. Huth, Interim 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.

To listen to the live stream in Spanish, you must register for Zoom prior to the meeting for access.

All Zoom registration must be completed **two (2)** hours prior to the City Council Meeting for access.

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)*

All written comment must be submitted no later than **four (4)** hours prior to the start of the meeting to allow time for distribution to the City Council.

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.

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

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

AGENDA

Consolidated Regular Meeting

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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.

Para escuchar la transmission en Español, registration por Zoom es requerido antes del comienzo de la sesión.

Todo registro para la trasmisión por Zoom debe completarse **dos (2)** horas antes de la Reunión del Concejo Municipal.

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 Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Todos comentarios deben estar sometidos a más tardar **cuatro (4)** horas antes del comienzo de la sesión.

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, September 2, 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 9

   6.2 Proclamation - 9/11 Remembrance Day 10

7. 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.

8. 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.

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

8.2 Acceptance of Grant Funds to Support Walk with Ease Aging Program 11

Recommendation:
Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the City Manager or Designee to Accept Grant Funds from the National Recreation and Park Association for the Walk with Ease Program in the Amount of $2,500, and 2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $2,500.”

8.3 Agreement with GL Pools, LLC for Las Palmas Municipal Pool Maintenance 19

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with GL Pools, LLC for Las Palmas Pool Maintenance Services for a Not-to-Exceed Amount of $500,000.”

8.4 Approval of the Revision of Six (6) Position Classifications and Creation of One (1) New Classification. 34

Recommendation:
Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Revising the Job Descriptions for Five (5) Existing Job Classifications, Revising the Job Description and Job Title for One (1) Existing Job Classification, and Creating One (1) New Job Classification.”

8.5 Authorize the Purchase and Buildout of Four (4) Ford Police Utility Interceptors for the National City Police Department 54

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the Purchase of Four 2026 Ford Police Interceptor Utility B/W AWD 3.3 Hybrid Vehicles in a Not-To-Exceed Amount of $238,000 for the National City Police Department; 2) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing Purchase and Installation Services from American Emergency Products in a Not-To-Exceed Amount of $120,000 to Complete the Buildouts for All Four Vehicles; and 3) Authorizing the City Manager to Approve Adjustments of up to $35,800 to the Not-To-Exceed Amounts for the Purchases as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

8.6 Authorize the purchase of a Case Construction Tractor for the Engineering & Public Works Parks Division 110

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 # 011723-CNH with Sonsray Machinery for the Purchase of a Case Construction 2025 570N EP Cab Tractor Loader in a Not-to-Exceed Amount of $128,000 for the Public Works Parks Division; and 2) Authorizing the City Manager to Approve Adjustments of up to $12,800 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

8.7 Authorizing the Purchase of an Enforcer Aerial Ladder Truck for the National City Fire Department 161

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Houston-Galveston Area Council Contract # FS12-23 with South Coast Fire Equipment for the Purchase of an Enforcer Pierce 107 Ascendant Aerial Fire Truck in a Not-to-Exceed Amount of $2,130,947.26 for the National City Fire Department.”

8.8 Awarding a Contract to A. Preman Roofing, Inc., for the Fire Station 34 Roof and HVAC Replacement Project, CIP No. 25-10. 197

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to A. Preman Roofing, Inc., in the Not-to-Exceed Amount of $276,237 for the Fire Station 34 Roof and HVAC Replacement Project, CIP No. 25-10; 2) Authorizing a 15% Contingency in the Amount of $41,436 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract.”

8.9 Awarding a Contract to Burtech Pipeline Incorporated for the P-2 Sewer Upsizing Project, CIP No. 24-03. 216

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Burtech Pipeline Incorporated in the Not-to-Exceed Amount of $4,468,000 for the P-2 Sewer Upsizing Project, CIP No. 24-03; 2) Authorizing a 15% Contingency in the Amount of $670,200 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract.”

8.10 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 1130 E. 21st Street. 239

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 1130 E. 21st Street.”

8.11 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 431 J Avenue. 252

Recommendation:
Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 431 J Avenue.”

8.12 League of California Cities Annual Conference – Designation on Voting Delegate and Alternate(s) 265

Recommendation:
Adopt a Resolution Entitled, Resolution of the City Council of the City of National City, California, Designating a Voting Delegate and up to Two Alternates to Represent the City of National City at the 2025 League of California Cities Annual Conference and Expo.”

8.13 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for Beer and Wine Sales at a New Restaurant (Zhangliang Malatang Spicy Hotpot) Located at 1430 E Plaza Boulevard, Suite E20. 268

Recommendation:
Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2025-11, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Major Mixed-Use District Zone and Would be Accessory to Food Sales in the Restaurant.

8.14 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for the Addition of Distilled Spirits to an Existing Beer and Wine License at an Existing Target Located at 3060 Plaza Bonita Road. 312

Recommendation:
Staff Recommends Approval of the Addition of Distilled Spirits to the Existing Permit for the Sale for Off-Site Consumption of Beer and Wine, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-10, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in the Major Mixed-Use District Zone and Would Continue to be Accessory to the Retail and Grocery Sales at the Existing Target.

8.15 Semi-Annual Report – Boards, Commissions, and Committees Attendance Report – Includes First and Second Quarters of Calendar Year 2025. 359

Recommendation:
Receive and file.

8.16 24th Street Transit Center Connections Project, CIP No. 23-13, Project Overview and Grant Appropriation for Plans, Specifications, and Estimate (PS&E) phase. 373

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Establishment of Engineering Grants Fund Appropriations of $445,000 for ATP 1 and $380,000 for ATP 2 and Corresponding Revenue Budgets.”

8.17 Warrant Register No. 50 for the Period of 6/6/25 through 6/12/25 in the Amount of $1,422,312.63 389

Recommendation:
Ratify Warrants Totaling $1,422,312.63.

8.18 Warrant Register No. 51 for the Period of 6/13/25 through 6/19/25 in the Amount of $2,605,917.92 398

Recommendation:
Ratify Warrants Totaling $2,605,917.92.

8.19 Warrant Register No. 52 for the Period of 6/20/25 through 6/26/25 in the Amount of $1,640,115.47 410

Recommendation:
Ratify Warrants Totaling $1,640,115.47.

9. CONTINUED PUBLIC HEARING

9.1 Public Hearing - Second Reading and Adoption of an Ordinance Amending Section 8.32.015 of the National City Municipal Code Related to the Keeping of Hen Chickens. 423

Recommendation:
Adopt the Ordinance Entitled: “An Ordinance of the City Council of the City of National City, California, Amending Section 8.32.015 ‘Restrictions on Keeping Certain Animals, Birds, and Reptiles’ of the National City Municipal Code Pertaining to the Allowance of Keeping Additional Hen Chickens.”

9.2 Public Hearing - Second Reading and Adoption of an Ordinance Adding Chapter 6.30 (Short-Term Rentals) to the National City Municipal Code. 428

Recommendation:
Adopt the Ordinance Entitled, “An Ordinance of the City Council of the City of National City, California, Amending Title 6 (Business and Franchise Taxes) of the National City Municipal Code Adding Chapter 6.30 (Short-Term Rentals).”

9.3 Public Hearing: Second Reading and Adoption of an Ordinance Amending Title 15 (Buildings And Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements). 449

Recommendation:
Adopt the Ordinance Entitled: “An Ordinance of the City Council of the City of National City, California, Amending Title 15 (Buildings and Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements)”

9.4 Public Hearing – Second Reading and Adoption of an Amendment of NCMC 9.38 Establishing a Tobacco Retail License Program 454

Recommendation:
Adopt the Ordinance Entitled, “An Ordinance of the City Council of the City of National City Amending Title 9 of the National City Municipal Code by Amending Chapter 9.38 Pertaining to Tobacco Retailer Licensing and Restricting the Sale, Display and Promotion of Tobacco to Youth.”

10. PUBLIC HEARING

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

10.1 Coastal Development Permit and Conditional Use Permit (CUP) for On-Site Beer and Wine Sales, and Live Entertainment at an Existing Restaurant (La Malquerida by Dolche) Located at 1524 McKinley Avenue. 474

Recommendation:
Staff Recommends Adoption of the Resolution Entitled: “A Resolution of the City Council of the City of National City, California, Determining that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) Under Class 1 of the CEQA Guidelines Section 15301 (Existing Facilities) and Approving a Coastal Development Permit and Conditional Use Permit for Beer and Wine Sales (ABC Type-41) and Live Entertainment at an Existing Restaurant (La Malquerida by Dolche) Located at 1524 McKinley Avenue in the Coastal Zone. Case File No. 2025-12 CUP CDP APN: 557-055-08.”

10.2 Conditional Use Permit (CUP) for On-Site Beer and Wine Sales and Live Entertainment at an Existing Restaurant (Sushi N' Gone) Located at 1539 E 8th Street. 506

Recommendation:
Staff Recommends Adoption of the Resolution Entitled: "A Resolution of the City Council of the City of National City, California, Determining that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) Under Class 1 of the CEQA Guidelines Section 15301 (Existing Facilities) and Approving a Conditional Use Permit for Beer and Wine Sales (ABC Type-41) and Live Entertainment at an Existing Restaurant (Sushi N' Gone) Located at 1539 East 8th Street. Case File No. 2025-11 CUP, APN: 557-102-19."

11. STAFF REPORTS

11.1 Memorandum of Understanding (MOU) Between the City of National City and the National City Municipal Employees' Association (NCMEA) 537

Recommendation:
Adopt the Resolution Entitled: Resolution of the City Council of the City of National City, California, Approving the Memorandum of Understanding Between the City of National City and the National City Municipal Employees' Association and Authorizing the Establishment of a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $848,151.00 Spread Across Multiple Departments and Funds to Fund Salary and Benefit Increases.

11.2 Memorandum of Understanding (MOU) Between the City of National City and the National City Firefighters' Association (NCFFA). 652

Recommendation:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Approving the Memorandum of Understanding between the City of National City and the National City Firefighters' Association and Authorizing the Establishment of a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $856,245.00 in the General Fund to Fund Salary and Benefit Increases.

11.3 City Council Discussion and Direction Regarding Revisions to City Council Policy No. 105: Request by Member of City Council to Place an Item on a City Council Agenda 726

Recommendation:
Discuss and Provide Direction to Staff Regarding Revisions to the City Council Policy No. 105.

12. CITY MANAGER'S REPORT

13. ELECTED OFFICIALS REPORT

14. CITY ATTORNEY REPORT

15. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, September 16, 2025 - 6:00 p.m. - Council Chambers - National City, California.

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

August 2025

New Hires

Engineering /Public Works



Fiatau Ringo Leomiti
Maintenance Worker

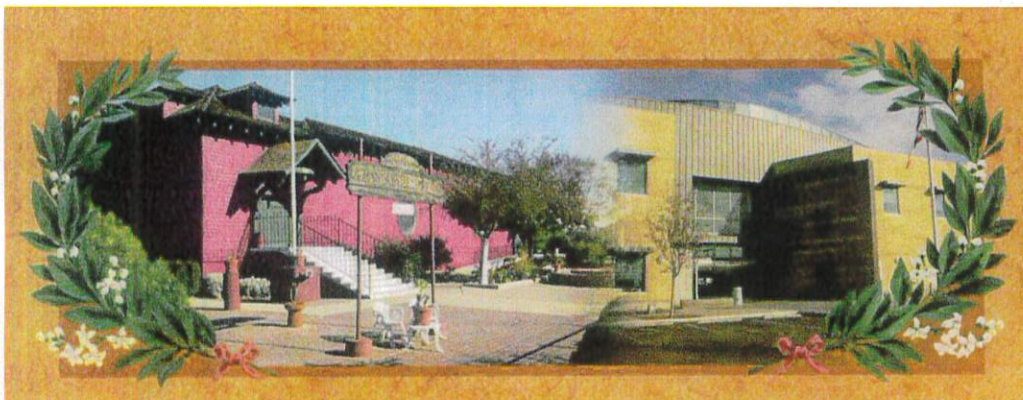


Samuela Vosa
Park Caretaker



Alicia Hicks
HUMAN RESOURCES
DIRECTOR

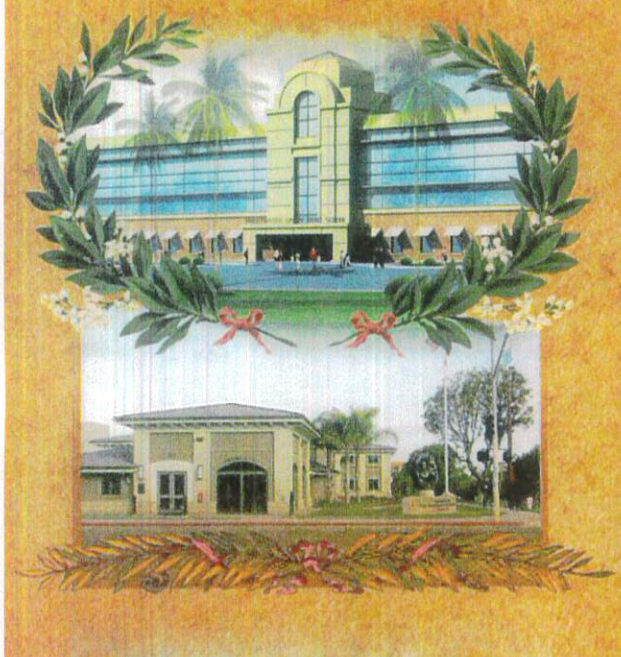
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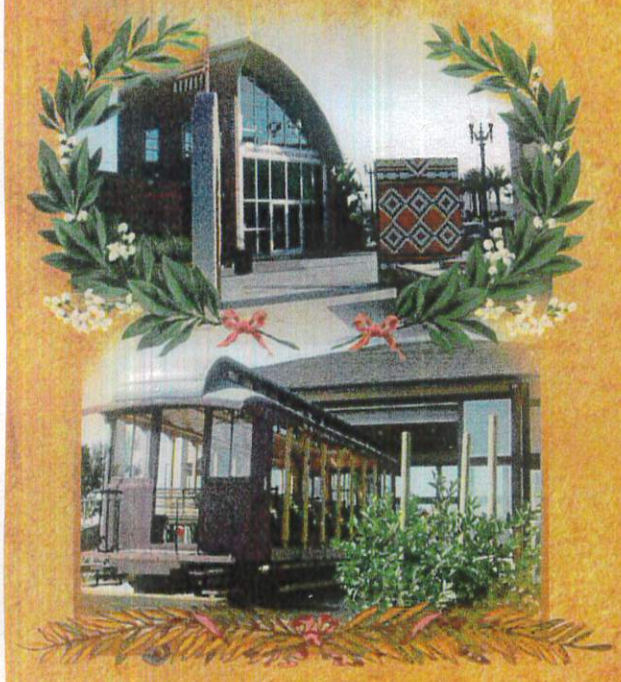


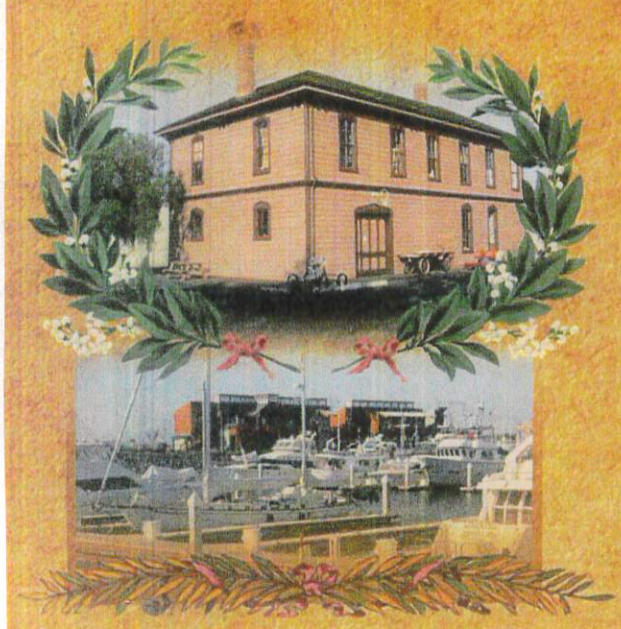


Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED







WHEREAS, on September 11, 2001, the American people endured with courage and heroism the worst terrorist attack on United States soil in the Nation's history as thousands of citizens, as well as citizens from more than 90 nations and territories, tragically lost their lives; and

WHEREAS, that bright autumn day was darkened by the worst attack on the American people in our history. Thousands of innocent men, women, and children perished when mighty towers collapsed in the heart of New York City and wreckage burned in Pennsylvania and at the Pentagon. They were family and friends, service members and first responders and the tragedy of their loss left pain that will never fade and scars our country will never forget; and

WHEREAS, in response to this tragedy, firefighters, police officers, emergency medical technicians, physicians, nurses, military personnel and other first responders immediately, and without concern for their own well-being rose to service in a heroic attempt to protect the lives of those at risk, consequently saving thousands; and

WHEREAS, our nation witnessed and shared in the tragedy of September 11, 2001, and, in the immediate aftermath of the attacks, became unified under a remarkable spirit of service and compassion that inspired and helped heal our nation; and

WHEREAS, on September 11, 2009, the President of the United States issued the Patriot Day Proclamation, officially and permanently designating September 11th as a National Day of Service and Remembrance; and

WHEREAS, more than a decade later our world, our nation and our community is changed forever because of the events and heroism of that fateful day. The sights and sounds of that day continue to ring loud and strong in our community today like the huge brass bell of liberty and freedom stirring our hearts and our emotions.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor National City, by virtue of the authority vested in me by the City of National City, hereunto set my hand and affix the official seal and together with the City Council do hereby proclaim September 11, 2025, as:

9/11 Remembrance Day

I, call upon all citizens in the City of National City to dedicate this day, and every day, in remembrance of the lives that were taken and those who sacrifice their lives in the name of service and freedom.

Ron Morrison
Mayor

Marcus Bush
Vice Mayor

Luz Molina
Councilmember

Jose Rodriguez
Councilmember

Ditas Yamane
Councilmember

AGENDA REPORT

Department: **Community Services**
Prepared by: **Tracy Lamb, Interim Director of Community Services**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Acceptance of Grant Funds to Support Walk with Ease Aging Program

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the City Manager or Designee to Accept Grant Funds from the National Recreation and Park Association for the Walk with Ease Program in the Amount of $2,500, and 2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $2,500."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In July 2023, the City Council of the City of National City approved the "Supporting Healthy Aging through Parks and Recreation (SHAPR)" grant from the National Recreation and Park Association to support the first round of the Walk with Ease program. Due to the success of the program, the National Recreation and Park Association offered to extend grant funds for an additional round of the program. The funds will be used to support the next session of the Walk with Ease program. This program focuses on walking throughout the lifetime and the benefits of movement for all persons as they age and is an example of activities offered through the City of National City's Fifty and Better (FAB) Senior Programs. FAB programs provide essential services for seniors in National City to promote healthy aging, physical fitness, socialization, community engagement, and recreation.

FINANCIAL STATEMENT:
If approved, the appropriation and corresponding revenue budget would be established in the following accounts in the General Fund (Community Services Department):
Expenditure: Account No. 100-86-42-42100-7311- (Recreational Supplies)
Revenue: Account No. 100-86-42-42100-3637- (Donations)

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Award Letter
Exhibit B - Resolution

[TO BE COUNTER-SIGNED AND RETURNED PRIOR TO ISSUING GRANT PAYMENT]
Letter of Agreement

DATE
December 12, 2024

Dear Zaide Jurado:

On behalf of the National Recreation and Park Association, Incorporated ("NRPA"), I am pleased to inform you of our desire to extend a grant in the amount of $2,500.00 as described below (the "Grant"):

Grantee: City of National City Community Services Department

Purpose: The purpose of this grant is to support the implementation of the project selected for grant funding ("Project"): Supporting Healthy Aging through Parks and Recreation 4.0. In addition to the aforementioned funds, Grantee will also receive two (2) instructor trainings and related supporting program materials for the Walk With Ease program.

This grant opportunity is made possible through the support of the U.S. Centers for Disease Control and Prevention (CDC), supported by the Funding Opportunity Announcement (FOA) Number: DP21-2106 and Award No. 5 NU58DP006985-03-00 in the amount of $460,003.00, dated June 27, 2023 and signed by Ms. Pamela Render, Grants Management Officer. NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support the implementation of arthritis-appropriate evidence-based interventions (AAEBIs) (i.e., Active Living Every Day, Enhance Fitness®, Fit&Strong!, Walk With Ease, or Tai Chi for Arthritis) through local parks and recreation.

In order to process the payment of your Grant, Grantee is required to carefully read, and then – to indicate acceptance of the terms of the Grant – to sign, date, and return to the NRPA this letter (the "Grant Agreement").

In consideration for receipt of the Grant, by signing the letter, Grantee acknowledges and agrees to the following:

1. Grantee understands the purpose and requirements of the Grant Agreement.

2. Grantee will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

3. Grantee will comply with all applicable laws, regulations, and rules including, but not limited to, the following:

a. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and HHS Awards in 2 C.F.R. Part 200 and 45 C.F.R. Part 75.

b. All other applicable terms, conditions, and restrictions published by the CDC including the following, which can be reviewed at https://www.cdc.gov/grants/federal-regulations-policies/index.html:

   i. The General Terms and Conditions for Non-Research Grants and Cooperative Agreements

   ii. HHS Grants Policy Statement

   iii. Federal Funding Accountability and Transparency Act (FFATA)

   iv. Anti-Lobby Restrictions for CDC Grant Recipients

   v. Grantee Notification Guidance on the Establishment of Subaccounts

4. The Grant will be used solely for the following purpose(s), as outlined in this Grant Agreement. Grant funds may not be expended for any other purpose without NRPA's prior written approval. You will repay any portion of the Grant that is not used for the purpose stated in this Grant Agreement.

   a. Increase the availability and sustainability of AAEBIs provided through local parks and recreation.

   b. Participate in NRPA's virtual Grantee Kick Off Call on December 12, 2024.

   c. Work to enroll 150 participants in Walk With Ease by May 31, 2026.

   d. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:

      i. Collaborate with NRPA to conduct evaluation and AAEBI tracking activities and submit information quarterly to NRPA as requested regarding:

      ii. Reach of AAEBIs (# of participants, demographics, etc.)

      iii. Completion of instructor trainings

      iv. Updates on project status and timeline for planned activities/elements

      v. Impact stories

      vi. Pictures documenting progress and activities (if applicable)

e. Participate in other AAEBI implementation and delivery evaluation activities as requested including bi-monthly grantee networking calls, interviews, focus groups, hosting a site visit, and surveys to document best practices to help inform resources and tools related to recruitment and partnership building.

f. Conduct local community outreach through web, social media, and local press release to help promote the Project.

g. Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the project and grant period.

h. Complete project and submit a final report (template provided by NRPA) by July 31, 2026, describing the success(es) of the project and how the grant funds were utilized upon completion of the project.

5. None of the funds issued by NRPA will be utilized in a manner contrary to the charitable and educational purposes of NRPA.

6. NRPA designates Natalia Ospina to serve as NRPA's liaison and to assist the NRPA in supervising, monitoring and evaluating the expenditure of grant funds and the progress made in accomplishing the grant project. NRPA may appoint one or more additional liaisons as NRPA deems appropriate, and NRPA in its sole discretion may change the designation of any or all of its liaisons from time to time. Grantee will fully cooperate with such liaisons and will provide them with such information as they may request from time to time on NRPA's behalf regarding the Grant.

7. Grantee will maintain records of receipts and expenditures with respect to all Grant funds and will make Grantee's books and records with respect to the Grant available to NRPA and its representatives if requested. Grantee will submit a full and complete annual written report to Grantor by July 31, 2026, and such interim reports as the NRPA or its representatives may require from time to time. Such reports may include: (a) a detailed accounting of the use or expenditure of all Grant funds; (b) a description of Grantee's compliance with the terms of this Agreement; (c) the progress made in accomplishing the objectives of the Grant as set forth in the Grant Application, if applicable; (d) an attestation that Grant funds were used solely for expenditures permitted under this Agreement; and (e) such other information as NRPA or its representatives may reasonably request. Grantee will provide any other documents, materials and information reasonably requested by NRPA or its representatives. Grantee will keep the financial records with respect to the Grant, along with copies of any reports submitted to NRPA, for at least four years following expenditure of the Grant funds.

8. Grantee will permit NRPA and its representatives, at NRPA's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial

audits, verifications or program evaluations as NRPA and its representatives deem necessary or appropriate concerning the Grant.

9. Grantee agrees not to make any public statement regarding the Grant without the prior written approval of NRPA. Grantee will allow NRPA to review and approve the text of any proposed publicity concerning the Grant prior to its release. NRPA may include information regarding the Grant, including the amount and purpose thereof, any photographs Grantee may have provided to NRPA, Grantee's logo or trademark, or other information or materials about Grantee, in NRPA's periodic public reports and press releases and on NRPA's website and public media channels.

10. Grantee agrees to indemnify NRPA against any loss or expense (including reasonable attorneys' fees) NRPA incurs as a consequence of breach by Grantee of any of its undertakings hereunder. In addition, by accepting the Grant, Grantee irrevocably and unconditionally agrees, to the extent allowed by applicable law, to defend, indemnify and hold harmless NRPA and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee or its employees or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, or in carrying out the program to be funded by the Grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any wrongful act or omission of Grantor or its employees or agents.

11. In addition to NRPA's rights with respect to disbursement of Grant funds under any other provision of this Grant Agreement, NRPA reserves the right to discontinue, modify or withhold any disbursement of Grant funds or to require a total or partial refund of any Grant funds if, in NRPA's sole discretion, such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of the Grant or this Grant Agreement; (b) to protect the purpose and objectives of the Grant or any other charitable interest of NRPA; or (c) to comply with the requirements of any law or regulation applicable to Grantee, NRPA, or the Grant.

12. Grantee understands that NRPA requires Grantee to complete and return IRS Form W-9 (attached) as a precondition for payment of the Grant.

13. Grantee understands that NRPA will distribute Grant Funds to support the requirements of the grant within thirty (30) days of receipt of both this executed Letter of Agreement and the Grantee's IRS Form W-9.

    a. Grant Funds will be distributed in the form of a check in the full Grant amount.

    b. No matching funds are required.

14. Grantee understands that the NRPA has no obligation to provide additional funds to the Grantee for this Project or any other project or purposes.

15. The individual signing this Grant Agreement on behalf of Grantee hereby certifies that: (a) they are a duly elected and authorized officer of Grantee; and (b) they are authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions placed on the Grant, and in connection with the Grant, to make, execute and deliver on behalf of the Grantee this Grant Agreement and all representations, receipts, reports and other instruments of every kind.

16. This Grant Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. In addition, all disputes arising under this Grant Agreement shall be resolved in any local or federal court in the Commonwealth of Virgnia, and Grantee agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.

Please contact me with any questions concerning the requirements of this letter.

Accepted and Acknowledged by:

_____

Print Name and Title:

_____

Date: _____

Sincerely,

_____

Printed Name and Title:

Kellie May, Chief Partnerships Officer

Date: _____

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT GRANT FUNDS FROM THE NATIONAL RECREATION AND PARK ASSOCIATION FOR THE WALK WITH EASE PROGRAM IN THE AMOUNT OF $2,500, AND 2) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF $2,500.

WHEREAS, the National Recreation and Park Association ("NRPA") is the leading not-for-profit organization dedicated to building strong, vibrant and resilient communities through the power of parks and recreation, advancing this vision by investing in and championing the work of park and recreation professionals as a catalyst for positive change in service of equity, environmental resilience, and overall health and well-being; and

WHEREAS, the NPRA established the Supporting Healthy Aging in Parks Grant Program (the "Grant Program") with the purpose of providing grant funds to nonprofit and/or exempt organizations that provide opportunities for healthy aging in parks, in regions with high social vulnerability; and

WHEREAS, the City of National City ("City") applied for and received funding under the Grant Program in 2023 to fund the Walk with Ease program, which is part of the City's Fifty and Better Senior Programs that provide essential services for seniors in National City to promote healthy aging, physical fitness, socialization, community engagement, and recreation; and

WHEREAS, due to the success of the program, NRPA has offered to extend additional grant funds for an additional round of the Walk with Ease program; and

WHEREAS, City staff recommends the City Council adopts this resolution accepting the Grant Program funds from the National Recreation and Park Association in the amount of $2,500 for the Walk with Ease program and authorizing the establishment of an appropriation and corresponding revenue budget in the General Fund in the amount of $2,500.

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

Section 1: That the City Council hereby authorizes the City Manager or designee to accept grant funds in the amount of $2,500 from the National Recreation and Park Association for the Walk with Ease program.

Section 2: That the City Council hereby authorizes the establishment of an appropriation of $2,500 and a corresponding revenue budget in the General Fund – Community Services Department.

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 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Agreement with GL Pools, LLC for Las Palmas Municipal Pool Maintenance

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute an Agreement with GL Pools, LLC for Las Palmas Pool Maintenance Services for a Not-to-Exceed Amount of $500,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City recently completed major renovations to the Las Palmas Municipal Pool, including repairs and upgrades to the pool pumps and other critical mechanical equipment used for daily operations of both the competition and activity pools. Retaining a licensed contractor qualified to perform pool maintenance services is essential to ensure proper testing and balancing of the pool chemicals for public health and safety, and to extend the service life of the equipment through preventive maintenance.

Staff authorized ICCS, one of the City's on-call construction management consultants who supervised the pool renovations and equipment repairs, to prepare a Request for Proposals for pool maintenance services. The RFP, which included a mandatory site walkthrough, was released in Spring 2025. Three proposals were received by the March 19, 2025 submittal deadline. Based on evaluation of the proposals and completion of reference checks, GL Pools, LLC was determined to be most qualified to perform the required pool maintenance services and offered competitive pricing. With the pending re-opening of the pool on April 1, 2025, the City Engineer authorized ICCS to add GL Pools to their team as a subcontractor to ensure essential pool maintenance services would be in place to allow for daily pool operations.

GL Pools' performance and customer service over the past five months has been exceptional. To ensure a seamless continuation of essential pool maintenance services, staff recommends executing a three-year agreement with GL Pools for a total not to exceed amount of $500,000 over the three-year term. The agreement and detailed scope of services is attached as Exhibit A.

FINANCIAL STATEMENT:
Funding for these services is available through the Engineering & Public Work's Facilities Maintenance Division Maintenance & Operations Budget in account 626-10-31-31500-7299-Contract Services.

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 with GL Pools, LLC
Exhibit B – Resolution

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
GL POOLS, LLC

THIS AGREEMENT is entered into on this 2nd day of September 2025, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and GL POOLS, LLC, a California limited liability company ("CONTRACTOR").

R E C I T A L S

WHEREAS, the CITY desires to employ a contractor to provide pool maintenance services including, but not limited to, labor and materials, for the Las Palmas Pool to ensure proper testing and balancing of the pool chemicals for public health and safety, and to extend the service life of the pumps and mechanical equipment used to operate the pools through preventive maintenance.

WHEREAS, the CITY has determined that the CONTRACTOR is a pool maintenance company licensed in the State of California and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide pool maintenance services for the Las Palmas Pool, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONTRACTOR. The duration of this Agreement is for the period of September 2, 2025 through September 1, 2028. 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 two (2) one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR 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 CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR 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.** Stephen Manganiello, Director of Public Works/City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Austin Gardiner, CEO, Founder, thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR 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", including additional costs for authorized equipment repairs, procurement and replacement, as needed, to ensure proper pool operations, shall not exceed $500,000 over the term of the Agreement. The compensation for the CONTRACTOR'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 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 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 CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR 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 CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR 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 CONTRACTOR hereby assigns to the CITY, and CONTRACTOR 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 CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this

waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR 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 CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, 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 CONTRACTOR nor the CONTRACTOR'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 CONTRACTOR and the CONTRACTOR'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 CONTRACTOR and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor(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 CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. The CONTRACTOR, or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONTRACTOR and its agents, servants, and employees are wholly independent from the CITY and CONTRACTOR's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, 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 CONTRACTOR and each of its subcontractor(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 CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONTRACTOR represents and covenants

that the CONTRACTOR 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 CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, 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 CONTRACTOR's trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR 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 CONTRACTOR has notified the CITY otherwise, the CONTRACTOR 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 CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR pursuant to this Agreement shall contain this provision.

14. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR certain confidential information to enable the

CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR 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 14, 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 CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR 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.

CONTRACTOR'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. CONTRACTOR's employees hereby waive any claims to benefits or compensation

described in this Section 17. This Section 17 applies to CONTRACTOR 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 CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR'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 CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

17.3 Indemnification for Employee Payments. CONTRACTOR 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) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement.

19. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(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 CONTRACTOR'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 CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR 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 CONTRACTOR shall maintain such insurance coverage for three 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 CONTRACTOR 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 $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 CONTRACTOR 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 CONTRACTOR. 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 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

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: Stephen Manganiello
Director of Public Works/City Engineer
Enginering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Austin Gardiner
CEO, Founder
GL Pools, LLC
7485 Ronson Rd.
San Diego, CA 92111

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 CONTRACTOR 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 CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR 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 CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR 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 CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR 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 CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR 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 22 by the CONTRACTOR.

24. **PREVAILING WAGES**. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages 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. CONTRACTOR 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*. CONTRACTOR 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 CONTRACTOR identified in this Agreement. The CONTRACTOR 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 SUBCONTRACTOR(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 first above written.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

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

By: _____
(Name)

_____
(Print)

_____
(Title)

By: _____
(Name)

_____
(Print)

_____
(Title)

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GL POOLS, LLC FOR LAS PALMAS POOL MAINTENANCE SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $500,000.

WHEREAS, the City of National City ("City") recently completed major renovations to the Las Palmas Municipal Pool, including repairs and upgrades to the pool pumps and other critical mechanical equipment used for daily operations of both the competition and activity pools; and

WHEREAS, the City engages outside consultants for specialized services, as needed, and is desirous of retaining a licensed contractor qualified to perform pool maintenance services to ensure proper testing and balancing of the pool chemicals for public health and safety, and to extend the service life of the equipment through preventive maintenance; and

WHEREAS, in the Spring of 2025, the City released a Request for Proposals for pool maintenance services, which included a mandatory site walkthrough; and

WHEREAS, three (3) proposals were received by the March 19, 2025 deadline; and

WHEREAS, based on evaluation of the proposals and completion of reference checks, the City has determined that GL Pools, LLC' is qualified by experience and training, and has the ability to provide, the required pool maintenance services, and offered competitive pricing; and

WHEREAS, based on GL Pools, LLC's expertise and experience providing such specialized services, City staff recommends executing a three-year agreement with GL Pools, LLC for a total not-to-exceed amount of $500,000.

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 an agreement with GL Pools, LLC in a not-to-exceed amount of $500,000 for Las Palmas Pool maintenance services. 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 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Alicia Hicks, Human Resources Director**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Approval of the Revision of Six (6) Position Classifications and Creation of One (1) New Classification.

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Revising the Job Descriptions for Five (5) Existing Job Classifications, Revising the Job Description and Job Title for One (1) Existing Job Classification, and Creating One (1) New Job Classification."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The revised classifications and new position were reviewed and approved by the Civil Service Commission on May 14, 2025.

EXPLANATION:
As part of the City's ongoing efforts to maintain up-to-date and competitive classification specifications that reflect current duties, responsibilities, and organizational needs, Human Resources staff conducted a review and update of several Fire Department classifications, one Police Department classification and the City Librarian classification. Concurrently, the Police Department identified the need for a new classification to support expanded crime and intelligence analysis work.

1. Classification Revisions/Title Change

The following job classifications have been updated to better reflect current job duties, industry standards, and organizational structure:

- Firefighter
- Fire Engineer
- Fire Captain
- Fire Battalion Chief
- Police Records Supervisor
- City Librarian to Director of Library Services

These revisions include updates to minimum qualifications, job responsibilities, and knowledge/abilities required for each classification. The changes were developed in coordination with department leadership and reviewed for compliance with applicable regulations and internal equity.

2. New Classification – Senior Crime and Intelligence Analyst

The Police Department has identified a need for a higher-level analytical role to lead complex crime analysis, coordinate with regional intelligence agencies, and supervise lower-level analysts.

The new Senior Crime and Intelligence Analyst classification will support critical public safety initiatives and enhance the City's ability to respond to crime trends and emerging threats.

FINANCIAL STATEMENT:
The revisions to the existing classifications and the addition of the new classification will have no impact on the fiscal year 2026 budget.

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 – Resolution Approval of Classification
Exhibit B – Firefighter- Class Spec 2025 Update
Exhibit C - Fire Engineer- Class Spec 2025 Update
Exhibit D - Fire Captain- Class Spec 2025 Update
Exhibit E - Fire Battalion Chief- Class Spec 2025 Update
Exhibit F - Police Records Supervisor- Class Spec 2025 Update
Exhibit G - City Librarian to Director of Library Services
Exhibit H - Senior Crime and Intelligence Analyst

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, REVISING THE JOB DESCRIPTIONS FOR FIVE (5) EXISTING JOB CLASSIFICATIONS, REVISING THE JOB DESCRIPTION AND JOB TITLE FOR ONE (1) EXISTING JOB CLASSIFICATION, AND CREATING ONE (1) NEW JOB CLASSIFICATION.

WHEREAS, City staff recommends approving the revisions of the job descriptions for the existing Firefighter, Fire Engineer, Fire Captain, Fire Battalion Chief, and Police Records Supervisor classifications; and

WHEREAS, City staff recommends approving the revision of the job description for the existing City Librarian classification and changing the title to Director of Library Services; and

WHEREAS, City staff recommends creating the new classification of Senior Crime and Intelligence Analyst; and

WHEREAS, the Civil Service Commission of the City of National City approved the revision of the five (5) existing classifications, the revision of the job description and job title for one (1) existing classification, and the creation of one (1) new classification, all discussed above and as shown in Exhibits B through Exhibit H, at their regular meeting on May 14, 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 revisions to the job descriptions for the positions of Firefighter, Fire Engineer, Fire Captain, Fire Battalion Chief and Police Records Supervisor.

Section 2: That the City Council hereby authorizes the revisions to the job description and job title for the position of City Librarian and changing the job title to Director of Library Services.

Section 3: That the City Council hereby authorizes the creation of the classification of Senior Crimes and Intelligence Analyst.

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 2nd day of September, 2025.

_____

Ron Morrison, Mayor

ATTEST:

_____

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____

Barry J. Schultz, City Attorney

FIREFIGHTER	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

Under general supervision, to respond to fires, emergency medical service (EMS) incidents, fire alarms and other emergency calls to protect life and property; perform fire prevention/public education work; participate in station maintenance and training activities; and perform related work as required.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Responds to structural, vehicle or wildland fires, rescue operations, hazardous materials incidents, and alarms by performing fire suppression, search and rescue, forcibly entering buildings and operating fire equipment.
- Raises, lowers, and climbs ladders; scales and repels walls and other structures; ventilates structures; extricates victims, opens up walls, structures and vehicles; extinguishes fires and engages in salvage and clean-up operations.
- Administers emergency medical service at a basic life support (BLS) level
- Inspects, cleans, tests and performs preventative maintenance work on fire equipment, hoses, tools, medical and fire apparatus; maintains all assigned equipment and apparatus in a ready state; operates radio equipment in an effective manner.
- Participate in public relations, fire/safety education activities, and fire prevention activities including station tours, fire safety/fire suppression education away from the station, school education programs, group activities, fire drills, courtesy walk-through visits, and phone inquiries.
- Cleans and performs minor maintenance of fire station and grounds.
- Participate in drills and training exercises, classes and activities including but not limited to those related to firefighting, emergency medical service, technical rescue, extrication, physical fitness and other related areas.
- Maintain skill levels, new equipment and procedure familiarization, and certifications which are relevant and/or required for assigned responsibilities.
- Performs other duties as directed by command personnel.

The following duties are typical for Firefighters assigned as Paramedics:

- Perform advanced life support (ALS) emergency medical care, which may include administering "IV's", coronary care, operating defibrillation equipment, and other related medical procedures in accordance with San Diego County EMS protocol.
- Assist in the maintenance and replenishment of medical equipment and drug supplies.
- Adhere to approved medical and radio protocol and practices.
- Complete comprehensive patient care reports, and maintain accurate records.
- Maintain continuing education and pass paramedic recertification tests.
- May transport patients in accordance with San Diego County EMS protocol.

DRAFT

- Oversee medical management of patients until a turnover is given to a transporting unit or patients are signed out or released per county protocol

MINIMUM QUALIFICATIONS

Training and Experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be*: graduation from high school or GED equivalent, possession of a valid EMT or Paramedic certification

Knowledge and Skills in: firefighting procedures, techniques, and methods; medical services techniques, rescue, and first aid; apparatus and equipment operations and maintenance; hazardous materials identification and containment; fire prevention/inspection procedures; public relations; information technologies.

Ability to: Learn technical firefighting principles and mechanical techniques; understand and follow oral and written directions, policies, regulations and instructions; participate in a variety of work assignments and to report for duty in an emergency; engage in moderate to strenuous physical activity; work cooperatively with others

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS: Candidates must possess the following to be considered for the position, and must be maintain during their employment:

- Possession of a valid California Class C driver's license is required at the time of appointment and must be maintained throughout employment with the City.
- Possession of a valid EMT or Paramedic certification (This certification must be with the County of San Diego at time of appointment and it must be maintained throughout employment with the City)
- High school diploma or GED equivalent

DRAFT

FIRE ENGINEER (Represented – Firefighters' Association)	CITY OF NATIONAL CITY
CLASS SPECIFICATION	

DEFINITION

Under general supervision, performs a variety of fire, medical, special operations, and disaster and public service duties; ensure the safe travel to and arrival at an emergency scene; operates and maintains several types of fire apparatus (engines, trucks, squads, utilities, and command vehicles) and related equipment. This is a non-exempt FLSA 56-hour position.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Responds to structure fires, vehicle fires, wildland fires, rescues, fire alarms and other emergencies with fire equipment as directed; performs fire suppression and extinguishment and assist in other firefighting operations such as forcible entry, ventilation, search and rescue, salvage, and overhaul
- Reports to Fire Captain and assumes responsibility in the absence of company officers
- Maintains all equipment in a clean and safe condition, ready for service
- Responds to a variety of special details; positions apparatus in a manner most appropriate for the situation, taking into account safety and functional requirements; unloads equipment; facilitates the delivery of water to suppress the fire; adjusts pumps and gauges; refills SCBA cylinders; connect/disconnects hoses; properly dons all PPE; administers emergency medical aid, operates extrications tools including hand tools and hydraulic, electric, and gasoline powered tools; performs the duties of a firefighter as required
- Ensures that assigned apparatus and equipment are present and maintained in proper working order; completes or arranges for repairs, servicing, or testing of apparatus and equipment
- Completes required reports and records;
- Performs other duties as assigned including responsibilities associated with specialized apparatus or equipment.

MINIMUM QUALIFICATIONS

Training and Experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be:* certificate of proficiency/achievement (29 units or better) in fire science/technology; 30 months of experience as a firefighter with the National City Fire Department; and certification as a driver/pump operator with the National City Fire Department or comparable certification.

Knowledge and Skills in: Hydraulics, pumpers, hydrant locations, safe driving practices, fire department connection locations, aerial apparatus, City ordinances, vehicle codes, department policies and procedures; and City streets.

DRAFT

Ability to: Work cooperatively with others; operate fire equipment and apparatus in a highly stressful environment; perform routine maintenance on fire apparatus and equipment.

LICENSE, CERTIFICATION, OR SPECIAL REQUIREMENTS: Candidates must possess the following to be considered for the position, and must be maintain during their employment:

- Possession of a valid California Class C Driver's License with Firefighter restriction or greater and this must be maintained throughout employment with the City
- Possession of either a EMT or Paramedic certification with County of San Diego, and this must be maintained throughout employment with the City
- OSFM certified Fire Fighter I
- OSFM certified Fire Fighter II
- OSFM Fire Apparatus Driver/Operator 1A
- OSFM Fire Apparatus Driver/Operator 1B
- ICS 100, 200, 300, 700, 800
- NCFD Certified Driver/Operator

DRAFT

FIRE CAPTAIN	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

Under general direction, the Fire Captain performs a variety of duties in the supervision of fire personnel when engaged in emergency response, fire suppression, emergency medical services (EMS) delivery, rescues, natural disaster response, hazardous materials incidents, mass casualty incidents, public education, fire prevention, incident pre-planning, and assisting with evidence preservation for fire investigations.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Supervises and coordinates activities of a company of Firefighters and reports to the Fire Battalion Chief.
- Responds to fire emergency rescue, EMS and public service calls; serves as initial incident commander, orders placement of equipment in proper position for effective operations, directs fire suppression and controls operations
- Assigns company personnel and equipment, supervises and assists in laying hose lines, directing streams of water, placing ladders, ventilating buildings, operating extinguishers, salvage and cleanup operations
- Supervises and participates in rescue and emergency medical operations; supervises the return and servicing of equipment.
- Manages fire station activities, supervises and participates in the maintenance of quarters and equipment during an assigned shift; inspects personnel, maintains discipline
- Conducts drills/training in firefighting practices and procedures; determines need for equipment and station maintenance and repair, assigns personnel to perform the necessary work; maintains records and submits reports; conducts company pre-incident planning.
- Ensure the fire company follows department policies and procedures and may perform associated duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience:

Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: an associate's degree in fire science; or an associate's degree in another field and a fire science certificate of proficiency/achievement (29 units or better); at least five (5) years of experience as a firefighter with the National City Fire Department or other comparable municipal fire department; and certified driver/pump operator with the National City Fire Department; and the courses required for OSFM Company Officer Certification.

DRAFT

Knowledge and Skills in: Firefighting principles and the techniques and equipment employed in fire suppression, rescue practices, fire prevention, training and instructing, communications, and EMS delivery. Leadership; community relations/public fire safety education; local codes and ordinances and fire prevention practices; pre-incident planning; safety practices; firefighting strategy and tactics; knowledge of basic building materials and construction; coordination and utilization of personnel and equipment at scenes of emergencies; fire investigation/preservation of evidence; diversity and anti-harassment for supervisors; control of hazardous materials incidents; personnel and labor relations; coaching and counseling subordinates; planning for large scale disasters; emergency procedures during civil disturbances; alternative emergency communication methods; required training and maintain training records; wild land fire tactics; company operations in the wildland urban interface; high-rise fire tactics; command tactics at major fires; and incident command system (ICS).

Ability to: Train and lead assigned fire department employees; maintain discipline and morale at the company level; keep records; take courses on effective action in emergency situations; maintain effective working relations with others; apply various problem-solving techniques.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

- Possession of a valid California Class C driver's license is required at the time of appointment and must be maintained throughout employment with the City.
- Possession of either a EMT or Paramedic certification with the County of San Diego, and this must be maintained throughout employment with the City.
- Completion of Incident Command courses
  - ICS 100, 200, & 300
- OSFM required courses for Company Officer Certification:
  - Company Officer 2A: HR Management
  - Company Officer 2B: General Administrative Function
  - Company Officer 2C: Fire Inspections and Investigation
  - Company Officer 2D: All-Risk Command Operations
  - Company Officer 2E: Wildland Incident Operations
  - Instructor 1: Instructional Methodology
- Associate's degree in fire science (or comparable)
- Minimum five (5) years as a firefighter and/or fire engineer with the National City Fire Department or comparable municipal fire department
- Hazardous Materials Incident Commander (or comparable)
- OSFM Firefighter 2 certification (or comparable)
- Confined Space Rescue Operations/Technician (or comparable)
- Common Passenger Vehicle Rescue Technician (or comparable)
- S-290 Intermediate Wildland Fire Behavior
- Hazardous Materials First Responder Awareness/Operations (or comparable)

DRAFT

FIRE BATTALION CHIEF	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

Under general direction, the Fire Battalion Chief (Operations) performs a variety of duties in planning, supervising, and directing the activities of fire department personnel in the protection of life, the environment, and property losses due to fire, natural disaster, or other major emergency incidents. The Fire Battalion Chief performs project management, personnel supervision, and administrative work in coordination of a fire suppression shift and department activities. These responsibilities include training, emergency medical service delivery, fire prevention activities, public education, fire suppression operations, rescue operations, and other related duties as required. This is a non-exempt FLSA 56-hour position.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Serves as the highest-level officer on a 24-hour shift. They provide direct supervision of Fire Captains and their crews.
- Assists in planning, directing, and reviewing the activities of fire personnel performing fire suppression, rescue, EMS response, fire inspections, fire prevention, public education and related training activities
- Responds to fire and other emergency calls; conducts fire ground operations, which include application of the Incident Command Management System, deployment of personnel and equipment to support emergency mitigation strategies, and related fire ground functions
- Oversees and conducts firefighter training; ensures that fire investigations are conducted
- Performs public speaking related to all fire department activities; prepares operational-related reports and assists in the writing of staff reports on various subjects; assists in preparing annual budget; works with other City and governmental agencies in all matters of concern to the Fire department
- Serves as acting Fire Chief in the absence of the Fire Chief or Division Chief.
- Provide a liaison to the Fire Communications/Dispatch Center
- Oversees the entire fire and rescue delivery system, ensuring that the system functions as designed and that policies and procedures are adhered to
- Carries our department wide activities assigned by the Fire Chief or the Division Chief of Operations.

MINIMUM QUALIFICATIONS

Training and Experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be:* an

associate's degree in fire science; or an associate's degree in another field and a fire science certificate; OSFM Company Officer Certification; and at least one (1) year of experience as Fire Captain with the National City Fire Department or other municipal fire department.

Knowledge and Skills in: Firefighting principles and the techniques and equipment employed in fire suppression; local, county, state, and federal laws and regulations pertaining to fire suppression/prevention; training methods, communications, and group instruction; emergency medical methods and the City's fire, emergency medical, and dispatch delivery systems.

Ability to: Train and lead fire department employees; maintain discipline and morale; keep records; take courses on effective action in emergency situations; maintain effective working relations with others; apply various problem-solving techniques.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

- Possession of a valid California Class C driver's license is required at the time of appointment and must be maintained throughout employment with the City.
- Possession of either a EMT or Paramedic certification with the County of San Diego, and this must be maintained throughout employment with the City.
- Completion of Incident Command courses (four (4) units or 72 hours)
    - ICS 100, 200, 300, & 400
- OSFM required courses for Chief Fire Officer Certification:
    - Chief Fire Officer 3A: Human Resource Management
    - Chief Fire Officer 3B: Budget and Fiscal Responsibilities
    - Chief Fire Officer 3C: General Administration Functions
    - Chief Fire Officer 3D: Command of Expanding All-Hazard Incidents

***The above courses represent the updated OSFM Chief Officer Certification fully implemented in 2019. Applicants possessing the previous comparable Chief Officer certification are also acceptable. ***

- Associate's degree in fire science
- Minimum one (1) year at the rank of Fire Captain
- OSFM Company Officer Certification (or previously known as OSFM Fire Officer Certification)

DRAFT

POLICE RECORDS SUPERVISOR	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: May 14, 2025

DEFINITION

Under direction, to supervise, direct, coordinate, and review the organization, staffing, and operational activities for the maintenance, retention, and release of police records; perform administrative assignments in police administration, operations, and recordkeeping; and perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Records Supervisor is responsible for the supervision of records and departmental reception functions. The Supervisor level recognizes positions that perform full, first-line supervisory responsibilities including planning, assigning and evaluating the work of subordinates and is responsible for a work unit within the department. This position may actively participate in addressing issues of concern to the department, which at times may not have a direct impact on their area of specialization.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Administer, maintain, and preserve the Police Department Records Management System
- Observes and strictly enforces security regulations and procedures pertaining to the processing and maintenance of highly confidential records and reports;
- Perform highly technical and complex tasks to ensure compliance with applicable rules and regulations related to law enforcement records management;
- Develop, implement and maintain procedures that govern the retention, management, disclosure, and disposition of Police records, in conjunction with legislation, State Government Codes, and other legal requirements pertaining to document management and records programs;
- Oversee and coordinate the fulfillment of public and involved-party records requests and ensure California Public Records Act (CPRA) requests are processed in compliance with applicable regulations and Police Department policies and procedures;
- Plan and educates destruction of police records using confidential means in accordance with the City's retention schedule and guidelines;
- Supervise and coordinate the preparation, processing and management of law enforcement records;
- Provide day-to-day leadership and work with staff to ensure a high performance, customer service-oriented work environment;
- Plan, coordinate, and evaluate the performance of assigned staff and Records operations;
- Regularly monitors performance and provides coaching for performance improvement and development;

- Subject to management concurrence, takes disciplinary action, up to and including termination, to address performance deficiencies in accordance with the City's policies;
- Determine schedules and plan adequate staffing for the unit;
- Participate in the selection of subordinate personnel and train assigned staff;
- Order and maintain department inventory of forms, flyers, and supplies;
- Represent the immediate supervisor in their absence, in meetings or court appearances as assigned;
- Appear in Civil court and depositions to testify on records and related matters;
- Process agency searing petitions and seal adult and juvenile records as ordered by the San Diego County Superior Court, Probation, and Diversion Services in accordance with California state laws;
- Respond to all subpoenas of record as the Custodian of Records, ensures timely and appropriate response to subpoenas in accordance with all legal requirements and Police Department policies and procedures;
- Oversee the service of subpoenas for department personnel in both criminal and civil cases;
- Review and resolve crime data errors and warnings using the department's Records Management System and regional and state databases to ensure compliance with the California Incident-Based Reporting System and the National Incident-Based Reporting System;
- Complete, or contribute to the completion of, various system audits as requested by the California Department of Justice or supervisory sworn staff;
- Supervise public-facing window operations;
- Ensure security and usage of the cash register in accordance with City Finance Department guidelines;
- Maintain department petty cash fund and process petty cash reimbursements;
- Monitor and approve Records personnel timesheet entrees and calculations;
- Prepare recommendations and implement new procedures and policies;
- Independently prepare reports and correspondence;
- Coordinate department purchases and requisitions on a budgetary level;

MINIMUM QUALIFICATIONS

Training and Experience: Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: graduation from high school; and four (4) years of increasingly responsible clerical and police records experience (or equivalence in related clerical field. Successfully pass a police department background check.

Knowledge and Skills in:

- Public and police administration policies, practices, and procedures
- Statistical research and reporting techniques
- Laws governing the storage, security, and release of police records
- Codes governing evidence; purchasing and inventory control methods

- Principles and methods of supervision, training and performance evaluations;
- English usage, spelling, grammar, and punctuation;
- Modern office equipment and software applications.

Ability to:

- Communicate effectively
- Train and supervise the work of others
- Establish and maintain effective working relations with all levels of staff, volunteers, and the general public
- Collect, analyze, and summarize various types of data
- Knowledge of computer systems
- Analyze problems, identify alternative solutions, project consequences of proposed action, and implement recommendations in support of departmental goals;
- Effectively handle multiple priorities, to be detailed-oriented, organize workload and meet strict deadlines;
- Communicate clearly and concisely, both orally and in writing;
- Exercise good judgement, flexibility, creativity, and sensitivity in response to changing situations and the needs of the office.

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver's license is required at the time of appointment.

DIRECTOR OF LIBRARY SERVICES	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved: REVISED: MAY 14, 2025

DEFINITION

Under general administrative direction of the Board of Library Trustees and the City Manager, to plan, organize, and direct the library services of the City; and perform related duties as required.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Plans, organizes, controls, manages, and evaluates the work of the City of National City Public Library staff; participates in establishing operational plans and initiatives, implementing departmental plans, work programs, processes, procedures and policies, and coordinating and integrates department functions to achieve optimal efficiency and effectiveness.
- Participates with the City Manager, elected officials, and other managers in establishing strategic plans for the City; sets overall management and policy goals and objectives for the library within the framework of the Board of Library Trustees policies and City mandates.
- Directs the preparation, presentation, implementation, and administration of the Library budget; prepares, monitors, analyzes, and works within limited budget to provide best optimal library services to the community; directs the application for state and federal funds to enhance library programs; seeks alternative funding and participates in fundraising efforts of the Board of Library Trustees and other community organizations.
- Prepares grant requests, manages and completes required reporting, and monitors the overall use and management of grant funding sources.
- Determines community needs and recommends appropriate additions or revisions in programs, services, equipment, and facilities; partners with community groups to promote the goals and objectives of the library.
- Directs the management of library collections; leads and directs department staff in the development and application of new library information technology processes and technologies; directs the administration of the library's public access to the Internet, library website, and online services unique to the library.
- Provides staff assistance to the Board of Library Trustees; participates on a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.
- Attends and participates in professional group meetings; maintains currency with trends and innovations in the field of library science; serves as a liaison with Board of Library Trustees.

- Plans and evaluates the performance of supervisors, managers, and staff; establishes performance requirements and personal development targets, monitors performance and provides coaching for performance improvement and development, and provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies in accordance with the City's human resources policies and procedures, Civil Service Rules, and labor contract provisions.
- Provides leadership and works with supervisors and staff to develop and retain highly competent, customer service-oriented staff through selection, compensation, training, and strong management practices that support the City's mission, strategic goals, and core values.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Training and Experience: Master's degree in library science from a college accredited by American Library Association (ALA) and five (5) years of increasingly responsible experience in professional library work; and at least two (2) of which were in a management capacity; or an equivalent combination of education, training and experience..

Knowledge and Skills in:

- Federal, state, and local laws, regulations, and court decisions applicable to the administration of a public library system.
- Principles and practices of public administration, including budgeting, purchasing, contract administration, strategic planning, public records maintenance, and customer service.
- Methods, practices, and techniques of advanced library administration, organization, and library science.
- Trends in public library administration
- Grant development and partnership development.
- Pertinent learning and cultural trends.
- Principles and practices of sound business communication.
- Principles and practices of effective management and supervision.

Ability to:

- Plan, direct, manage, coordinate, and integrate the work of staff engaged in providing public library services.
- Define complex management, fiscal, budget, staffing and strategic planning issues.
- Performs difficult analyses and research, evaluating alternatives, and developing sound conclusions and recommendations.
- Understanding, interpreting, explaining, and applying federal, state, and local policy, law, regulations, and court decisions applicable to the management of a public library system.

- Presenting proposals and recommendations clearly, logically, and persuasively in public meetings.
- Representing the Library effectively in negotiations and other dealings on a variety of difficult, complex, sensitive, and confidential issues.
- Preparing clear, concise, and comprehensive correspondence, reports, studies, and other written materials.
- Exercising sound, expert independent judgment within general policy guidelines.
- Exercising tact and diplomacy in dealing with sensitive and complex issues and situations.
- Working in, and fostering, a multi-cultural environment.
- Establishing and maintaining effective working relationships
- Providing customer service.
- Establishing and maintaining effective working relationships with City management, elected officials, labor organizations, other governmental officials, employees, applicants, complainants and others encountered in the course of work.

SENIOR CRIME AND INTELLIGENCE ANALYST	CITY OF NATIONAL CITY
CLASS SPECIFICATION	Approved:

DEFINITION

To compile, independently analyze, evaluate, correlate, and disseminate crime data, crime reports and other criminal intelligence information provided by local, State, and Federal law enforcement agencies relative to general criminal activities and organized criminal groups; as well as, disclose patterns and trends of criminal activity, using various illustrative and statistical methods.

EXAMPLES OF TYPICAL DUTIES

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Performs the most complex, sensitive and difficult work in crime and intelligence analysis.
- Acts as a first-line supervisor over subordinate staff.

- Provides technical guidance and training to subordinate analysts pertaining to intelligence analysis.
- Accesses data from a variety of law enforcement and other sources and prepares reports to assist in criminal investigations or to make intelligence assessments.
- Develops inferences about the intentions and vulnerabilities of criminal or terrorist groups and individuals, their methods of operation, extent of criminal influence, and makes recommendations for investigative strategies using link analysis, event flow analysis, and activity charting.
- Views, evaluates, and draws conclusions regarding crime patterns using crime analysis techniques, statistical analysis, and time series analysis.
- Supports and assists investigators directly in the compilation and analysis of confidential information regarding complex criminal investigations and recommends specific investigative directions based on conclusions drawn from analysis.
- Conducts needs assessments within the assigned Police Department unit to assist in the development of trainings in existing and updated policies and procedures.
- Provides oral briefings, court testimony, and other presentations on analytical products and techniques.
- Monitors and responds to requests for information on nationwide intelligence computer networks, interacts with intelligence analysts from Federal, State, and local agencies.
- Performs the functions of the lower-level class in this series.

MINIMUM QUALIFICATIONS

Training and Experience: *Any combination equivalent to training and experience that could likely provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be*:

One year of experience as a Crime & Intelligence Analyst for the City of National City; **OR**, a bachelor's degree from an accredited U.S. college or university, or a certified foreign studies equivalency in criminal justice, behavioral science, statistics, quantitative analysis or a closely related field, **AND**, three (3) years of experience performing intelligence analysis and/or investigative support work within a crime analysis, criminal intelligence or military intelligence unit.

Knowledge and Skills in:

- Criminal Intelligence data collection regulations
- Methods and techniques used in researching, compiling, sorting, evaluating and analyzing statistical, theoretical, and factual criminal and offender information
- Computer operations including proficiency in Windows, G.I.S. mapping, and other geographical systems
- Distinction between crime patterns, series, and trends
- Familiarity with motives of crimes and types of criminals
- Principles of supervision and training
- Telephone, office, and on-line etiquette
- Current technology and trends in the profession
- General Management System (GMS) in principle and practice
- Organize facts, numbers, reports, and prioritize work
- Analyze a variety of criminal information received from various sources and formulate theories regarding criminal trends, patterns, and perpetrators
- Synthesize/hypothesize a large volume of criminal activity information
- Collect and evaluate criminal intelligence information to develop criteria to measure the reliability of such information
- Read and interpret maps and other geographical information systems
- Work with personal computers and complex databases
- Prepare graphs, charts, tables, maps and other illustrative material for visual presentation of data and information
- Research and mine open-source data from the Internet
- Apply logic and sound judgment in assessing and predicting characteristics of criminal groups or operations using data obtained from varied sources
- Keep data confidential
- Present information orally in a confident and convincing manner
- Provide training and guidance to subordinate staff
- Establish effective working relationships with management, employees, employee representatives and the public representing diverse cultures and backgrounds

- Assess the customer's immediate needs and ensure customer's receipt of needed services through personal service or making appropriate referral

LICENSES, CERTIFICATIONS, OR SPECIAL REQUIREMENTS

Possession of a valid California Class C driver’s license is required at the time of appointment and must be maintained throughout employment with the City.

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Authorize the Purchase and Buildout of Four (4) Ford Police Utility Interceptors for the National City Police Department

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the Purchase of Four 2026 Ford Police Interceptor Utility B/W AWD 3.3 Hybrid Vehicles in a Not-To-Exceed Amount of $238,000 for the National City Police Department; 2) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing Purchase and Installation Services from American Emergency Products in a Not-To-Exceed Amount of $120,000 to Complete the Buildouts for All Four Vehicles; and 3) Authorizing the City Manager to Approve Adjustments of up to $35,800 to the Not-To-Exceed Amounts for the Purchases as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Four (4) Ford Explorer Police Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced. All four vehicles are currently being used by National City Police Department Patrol.

Staff is requesting approval for the purchase and buildouts of four (4) 2026 Ford Police Interceptor Utility B/W AWD 3.3 Hybrid for the National City Police Department for not-to-exceed amounts of $238,000 and $120,000, respectively, and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to $35,800 as a 10% contingency for unforeseen fluctuations in pricing, for the National City Police Department. All four (4) vehicles will be built out to support Patrol.

Pursuant to National City Municipal Code (NCMC) Section 2.60.260 - Cooperative Purchasing, there is an opportunity to take advantage of competitive pricing by piggyback onto County of San Diego Contract # 570454 to purchase the vehicles. NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interest of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been

determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed the County of San Diego Contract # 570454 was competitively bid through a Request for Proposals process, and that the County of San Diego procurement procedures are in substantial compliance with those of National City.

National City Municipal Code Section 2.60.110(B) - Formal bidding procedure--Generally, provides authority for the City Council to waive formal competitive bidding where, among other reasons, competitive bidding is or would be impractical or impossible or the circumstances are such that no obvious, ascertainable advantage to the City could result. Due to the need to complete the buildouts for the new police vehicles in a timely manner, coupled with American Emergency Products' ("AEP") development of a proprietary plug-and-play wire harness system customized for and used on other NCPD patrol vehicles (as well as Fire Department vehicles), staff is requesting authorization from the City Council to waive the formal bid process pursuant to NCMC Section 2.60.110(B).

Staff recommends adoption of the resolution as stated.

FINANCIAL STATEMENT:
Through adoption of the FY26 annual budget, the City Council approved the purchase and buildout of four (4) National City Police Department Vehicles in the amount of $400,000 which would cover the cost of the vehicles and, if needed, any portion of the contingency of $35,800. The expenditures will be recorded in the Vehicle Acquisition Fund in the below account:

644-10-21-21100-7511-	Patrol Vehicles with Buildouts	$358,000
644-10-21-21100-7511-	Patrol Contingency, if necessary	$35,800

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Kearny Mesa Ford Quotes
Exhibit B – County of San Diego Contract 570454
Exhibit C – AEP Buildout Quotes
Exhibit D – Resolution

Kearny Mesa Ford KIA

Kearny Mesa Ford KIA
7303 CLAIREMONT MESA BLVD.
SAN DIEGO , CA 92111

QUOTE

CITY OF NATIONAL CITY POLICE

Attn:	RUBEN HUERTA
Address	1243 NATIONAL CITY BLVD.
City	NATIONAL CITY State CA ZIP 91950
Phone	(619) 336-4570 FAX: (619) 336-4597

Date	8/11/2025
INVOICE #	CNC-014

Qty	Description	Unit Price	TOTAL
1	2025 FORD POLICE UTILITY B/W AWD 3.3 HYBRID IN STOCK ADDITIONAL ITEM BALLISTIC DOOR PANELS $3170.00	$52,980.00	$52,980.00
1	PAINT 4 DOORS AND ROOF	$1,395.00	$1,395.00
1	DMV E FILE FEE	$39.00	$39.00
1	DOC FEE	$85.00	$85.00
1	CA TIRE FEE	$8.75	$8.75
1	CA SALES TAX 8.75%	$4,765.25	$4,765.25
	SIGN: DATE:	SUB-TOTAL	$59,273.00
		3 UNITS	$177,819.00

ADD $10.00 LATE CHARGE FEE PER DAY, PER VEHICLE IF PAID AFTER 30 DAYS FROM DATE OF DELIVERY

DEAL COPY

Kearny Mesa Ford KIA

Kearny Mesa Ford KIA
7303 CLAIREMONT MESA BLVD.
SAN DIEGO , CA 92111

QUOTE

CITY OF NATIONAL CITY POLICE

Attn:	**RUBEN HUERTA**
Address	**1243 NATIONAL CITY BLVD.**
City	**NATIONAL CITY** **State CA** **ZIP 91950**
Phone	**(619) 336-4570** **FAX: (619) 336-4597**

Date	**8/11/2025**
INVOICE #	**CNC-016**

Qty	Description	Unit Price	TOTAL
1	2026 FORD POLICE UTILITY B/W AWD 3.3 HYBRID SPECIAL ORDER ADDITIONAL ITEM BALLISTIC DOOR PANELS	$52,980.00	$52,980.00
1	PAINT 4 DOORS AND ROOF	$1,395.00	$1,395.00
1	DMV E FILE FEE	$39.00	$39.00
1	DOC FEE	$85.00	$85.00
1	CA TIRE FEE	$8.75	$8.75
1	CA SALES TAX 8.75%	$4,765.25	$4,765.25
	SIGN: DATE:	SUB-TOTAL	$59,273.00
		1 UNIT	$59,273.00

ADD $10.00 LATE CHARGE FEE PER DAY, PER VEHICLE IF PAID AFTER 30 DAYS FROM DATE OF DELIVERY

DEAL COPY

COUNTY CONTRACT NUMBER 570454
AGREEMENT WITH SUNROAD AUTO LLC DBA KEARNY MESA FORD
FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and Sunroad Auto LLC dba Kearny Mesa Ford, a Limited Liability Company in California, located at 7303 Clairemont Mesa Blvd., San Diego, CA 92111 ("Contractor"), with reference to the following facts:

RECITALS

A. Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for 2023 or Newer Ford Police Interceptor Utility Vehicles.

B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.

C. The Agreement shall consist of this document, Exhibit A Statement of Work, and Exhibit B Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit A; Third (3rd) Exhibit B.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless changed in accordance with this Agreement.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor's duties under this Contract shall be performed on behalf of Contractor by Jose Fabian Amaya. Contractor represents and warrants that (1) Contractor's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Contractor hereunder. Contractor's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent.

Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor, Jose Fabian Amaya. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.

1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

1.4.4 County Approval: Any Related Subcontract with a subcontractor, or lower tier subcontractor, not listed in the SOW must have prior concurrence of the COR.

1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit B Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Completed fixed-price deliverables may be invoiced upon acceptance.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County

4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.

4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.

4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.

4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.

4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").

5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.

5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.

5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements. that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve

outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to

Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Audit Requirement.

8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and

8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code

of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records.

8.20 Compliance Program. Contractors with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law,

or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void

16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence for each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review

and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on the date of the last signature below and end on December 8, 2023 for an Agreement period of 3 years ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for a total of two (2) years beyond the expiration of the Initial Term, not to exceed December 8, 2026. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit B, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **Seventeen Million Eighty Thousand Three Hundred Seventy-Seven 00/100 Dollars ($17,080,377.00)** ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit B.

COR. The County designates the following individual as the Contracting Officer's Representative ("COR")

Kierra Ceasar-Thompson, Admin Analyst II
5560 Overland Avenue, Suite 410
San Diego, CA. 92123
(619) 372-2110 Kierra.Ceasar-Thompson@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. Contractor designates the following individual as the Contractor's Representative.

Jose Fabian Amaya, Fleet Director
7303 Clairemont Mesa Blvd
San Diego, CA. 92111
(619) 210-4450 fabian@kpford.com

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By: Jose Fabian Amaya (Dec 11, 2023 14:37 PST)
Name: Jose Fabian Amaya
Title: Fleet directors
Email: fabian@kpford.com
Date: Dec 11, 2023

COUNTY OF SAN DIEGO:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
By: Allen Hunsberger (Dec 14, 2023 11:29 PST)
Name: Allen Hunsberger
Title: Assistant Director, Purchasing and Contra
Date: Dec 14, 2023

By electronically signing this document, all parties accept the use of electronic signatures.
Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAyrzSVhM9UBGg_B6692liPMiYUEkyOs3w

1. EXHIBIT A – STATEMENT OF WORK

2. GENERAL

2.1. The County of San Diego has a requirement for seventy-five (75) 2023 or current model year, Ford Police Interceptor Utility Vehicles or equal as per the following requirements. These vehicles shall be configured per the following specifications for various uses throughout San Diego County. Pricing to be for initial purchase of 75 vehicles with the option of an additional estimated quantity of 75 2024 model year vehicles for the first option year and an estimated quantity of 75 2025 model year vehicles for the second option year through the end of the model year build as required by the County of San Diego and option years change.

2.2. All systems, components, parts, and materials provided by the vendor shall be new and unused, with full manufacturer's warranties in effect starting on the date of acceptance by the county.

2.3. To be considered, all bids must be made in accordance with the RFB terms and conditions, and specifications of this bid.

2.4. The hardware manufacturer and part numbers specified herein shall not be substituted without prior approval from the County of San Diego. Where a brand name has been specified, if Bidder believes an "or equal" is equivalent to the brand name shown, Bidder may substitute the "or equal" provided the "or equal" is specified by name & model number, and provides the dimension & or capacities. Submitted equivalencies will be evaluated based on their comparison to the specified brand name and part number indicated, in regard to the following: Design, Function, Performance, Quality, Availability, Warranty, and Installation Requirements. Bidders requesting use of "County approved equivalent" products should submit specifications to County of San Diego Purchasing and Contracting no less than [7] business days prior to bid opening for approval.

2.5. In the event the published literature furnished by the Bidder is at variance with the requirements of any item of this specification, the Bidder shall explain in detail, the reasons why the proposed equipment will meet this specification and not be considered an exception thereto.

2.6. All pricing offered will be firm fixed through the end of factory production final build-out date for the awarded model year production.

2.7. If there are discounts applied to the submitted pricing, they need to be included and added in the submitted pricing schedule. Please reference Section 10 Billing and invoice for further information.

3. BASE VEHICLE – FORD UTILITY POLICE INTERCEPTOR ECOBOOST (Initial Quantity 75)

3.1. **Vehicle Snapshot**

- 2.1.1 Model: Utility Police Interceptor AWD (K8A)
- 2.1.2 Engine/Transmission:
  - 2.1.2.1 3.0L V6 EcoBoost (99C)
  - 2.1.2.2 Transmission 10-Speed Automatic Transmission (44U)
- 2.1.3 Interior Equipment Group: 500A
- 2.1.4 Interior color: Cloth Front Buckets/Vinyl Rear
- 2.1.5 Rear-door controls Inoperable (locks, handles, and windows) (68G)
- 2.1.6 Badge delete (16D)
- 2.1.7 Rear View Camera (Option Code = 87R)
- 2.1.8 Rear Center Seat Delete (Option Code = 85S)

3.2. **Factory Vehicle Options**

- 2.2.1. Blind Spot Monitoring with Cross-Traffic Alert (Option Code = 55B)
- 2.2.2. Reverse Sensing System (Option Code = 76R)
- 2.2.3. Tail Lamp / Police Interceptor Housing Only (Option Code = 86T)
- 2.2.4. Dome Lamp – Switchable Red/White in Cargo Area (Option Code = 17T)
- 2.2.5. Underbody Deflector Plate (Option Code = 76D)
- 2.2.6. Hidden Door-Lock Plunger w/Rear-door handles inoperable (Option Code = 52P)
  - 2.2.6.1. Spot Lamp LED Driver & Passenger (Option Code =51S)
- 2.2.7. Keyed Alike – 1284x (Option Code =59B)
- 2.2.8. Ballistic Door Panel Angel Armor
  - 2.2.8.1. Driver side, ANGARM-00358, Avail Lev III+Ballistic Door Panel, 20+Utility
  - 2.2.8.2. Passenger side, ANGARM-00359, Avail Lev III+Ballistic Door Panel, 20+Utility

2.2.9. Cloth Front Buckets / Vinyl Rear (Color Code = FW) (96)
2.2.10. Rear Auxiliary Air Conditioning (Option Code = 17A)
2.2.11. Dark Car Feature (Option Code = 43D)

2.3. **Exterior Paint**

2.3.1. Standard Paint Colors to be determined by County of San Diego Contracting Officer Representative at time of purchase order receipt.

2.3.2. Pricing Sheet Line #B - Additional Aftermarket Paint: The Successful bidder will be responsible for the performance or facilitation of the following:

2.3.2.1. Preparation and Re-Paint of Passenger & Driver's Front Doors & Roof to Color Code (YZ) Ford Oxford White.

2.3.2.2. Paint to be factory equivalent in quality and warranty (Vinyl wrap not acceptable)

2.3.2.3. Successful bidders utilizing a sub-contractor for this item will need to submit the proposed sub-contractor's business name, address, and qualifications possessed to complete factory quality level painting services.

2.4 Wireless Automated Fueling System – WAF

2.3.3. Installation of a commercially available wireless automated fueling system such as ASSETWORKS Fuel Focus (Or Approved Equivalent in Function & Compatibility)

2.3.4. System must be installed into vehicle according to manufacturer's specifications.

2.3.5. System shall be comprised of three components, a Vehicle Identification Box (VIB), Data Link Connector (DLC) adapter harness and fuel inlet antenna.

2.3.6. Vehicle Identification Box (VIB) must be the latest available model for purchase and compatibility for the year, make and model of vehicle being outfitted.

2.3.7. Data Link Connector (DLC) harness must be compatible with VIB box capabilities and compatible with year, make and model of vehicle being outfitted.

2.3.8. Fuel Inlet Antenna must be the appropriate part for the year make and model of vehicle being outfitted. Antenna must be securely adhered to the filler neck in a way that does not inhibit proper seal between fuel station filling nozzles and the vehicles' fuel inlet port. Adhesives used shall be fuel resistant to ensure proper adhesion during normal vehicle operation.

2.3.9. Electrical wires providing power, ground and communication shall be conjoined with solder and sealed using weather resistant heat shrink tubing as per manufacturer's specifications. Electrical power feed to power module during regular vehicle operation shall use; ignition/run start switched power that ensures module power is provided sufficiently for proper system operation.

2.3.10. Wiring between VIB and fuel tank nozzle ring shall be no less than 18 AWG, 3-Conductor, Shielded, with stranded bare copper conductor such as (Coleman Cable Part # 952184609) or equivalent.

2.3.11. Initial system installation shall be inspected by county personnel prior to first vehicle's delivery, to ensure proper installation and function of system. Systems that are installed outside of manufacturer's specifications, or use wiring that is below standard, shall be refused and payment on submitted invoices will be withheld until the issue is resolved.

2.3.12. The battery draw of complete vehicle after outfitting to be less than 50ma.

4. FORD UTILITY PATROL OUTFITTING

5.

The purpose of this specification is to outfit an initial estimated quantity of 75 current model year Ford Utility Vehicle Interceptors or equal with 3.0L EcoBoost engine with the following PATROL requirements.

Bidders must provide a detailed quote including manufacturer part numbers and a note identifying each part when offering "County approved equivalent". Bidders requesting use of "County approved equivalent" products should submit specifications to County of San Diego Purchasing and Contracting no less than [7] business days prior to bid opening for approval.

Pricing to be for initial outfitting of 75 vehicles. All pricing offered will be firm fixed for the duration of one (1) year from contract award date. All systems, components, parts and materials provided by the vendor shall be new and unused, with full manufacturer's warranties in effect starting on the date of acceptance by the county.

3.1 **Emergency lights and Siren**

3.1.1 Lightbar: (1) SoundOff Signal ENFLB-54 or San Diego County approved equivalent LED multi-color lightbar, 54" in length, graphite color top covers and pursuit rated (2-bolt) mounting kit for 2023 Ford Utility. See lightbar build sheet for complete configuration specifications. The lightbar shall be installed on the vehicle's roof centered between the front and rear door jambs. The lightbar shall communicate with the siren controller via data connection through a cat5 cable. The corner modules on the driver side of the lightbar shall be deactivated when the driver's door is ajar to preserve the deputy's night vision when exiting and entering the vehicle. (See Exhibit A for current example)

3.1.2 Siren Controller: (1) SoundOff Signal ENGSA5200RSP or San Diego County approved equivalent, bluePRINT 500 Series Control System. True dual tone 200-watt amplifier capable of producing two independent tones simultaneously. The siren amplifier and relay module shall be installed on the rear electronics tray. The siren control head shall be mounted on the vehicle's headliner so as not to obstruct drivers view of the rear-view mirror, and feature the following controls:

3.1.2.1 Aux switch 1: Left-Right-Center directional light control
3.1.2.2 Aux switch 2: Left alley light
3.1.2.3 Aux switch 3: Take Down Lights
3.1.2.4 Aux switch 4: Right alley light
3.1.2.5 Aux switch 5: Scene light
3.1.2.6 Aux switch 6: not used
3.1.2.7 Aux switch 7: Right spot
3.1.2.8 Aux switch 8: Gun release (8-second security timer function)
3.1.2.9 Standby: Places sirens in standby mode
3.1.2.10 Wail: activates dual tone Wail
3.1.2.11 Yelp: Activates dual tone Yelp
3.1.2.12 Tone: Activate Wail and Yelp
3.1.2.13 Horn: Activates Air Horn
3.1.2.14 Manual: Activates Manual siren tone
3.1.2.15 Radio Re-Broadcast: Broadcasts 2-way radio audio on PA system
3.1.2.16 Slide Switch #1: Rear lightbar, and lightbar steady red/blue LED's
3.1.2.17 Slide Switch #2: Taillight flasher, blue LED's in reverse lights, under spoiler LED's, Lift gate open LED's (only when lift gate is open) and the front of the lightbar with red/blue pattern
3.1.2.18 Slide Switch #3 Park: Grill mounted LED's and under mirror LED's
3.1.2.19 Slide Switch #3 Drive: Front headlight LED's, headlight flasher and add white flashing LED's on lightbar. The siren will default to "Tone" and activate wail / yelp when placed in level 3 and in drive gear.
3.1.2.20 Horn ring transfer via the OEM steering wheel horn switch
3.1.2.21 The PA microphone shall be mounted on a mic clip located on the center equipment console. The PA mic will be connected to the overhead siren control panel via extension cable, (1) SoundOff Signal PSRN4MCEXT or San Diego County approved equivalent.

3.1.3 Siren Speakers: (2) SoundOff Signal ETSS100N or San Diego County approved equivalent, 100-watt siren speakers shall be installed in the vehicle lower grill opening with the use of (2) SoundOff Signal brackets ETSS100CBKFS-BP or San Diego County approved equivalent. The speakers shall be connected directly to the siren amplifier.

3.1.4 Grill LED's: (1) Red SoundOff Signal EMPS2STS3R and (1) Blue SoundOff Signal EMPS2STS3B or San Diego County approved equivalent. The LED warning lights shall be installed in the grill opening with use of (1) SoundOff Signal PMP2BKDGAJ or San Diego County approved equivalent 90 degree mounting brackets. Each warning light will have 8-LED's. The red LED light will mount on the driver side and the blue LED will mount on the passenger side. The LED's will be connected to slide switch position #3 and flash in sync with each other.

3.1.5 Under Spoiler LED's: (1) Red/Amber LED, SoundOff Signal ENFSSS3K and (1) Blue/Amber LED, SoundOff Signal ENFSSS3M or San Diego County approved equivalent. LED warning lights shall be installed under the rear spoiler with use of (1) SoundOff Signal PMP2RS202 or San Diego County approved equivalent mounting brackets. Each warning light will have 12-LED's. The Red/Amber LED light will mount on the driver side and the blue/amber LED will mount on the passenger side. The LED's will be connected to slide switch position #2 and flash in sync with each other.

3.1.6 Exterior Under-Mirror LED's: (1) Red SoundOff Signal ENT2B3R, and (1) Blue LED, SoundOff Signal ENT2B3B or San Diego County approved equivalent. Intersector LED warning lights shall be installed under the vehicle's exterior mirrors with the use of mounting brackets (1) SoundOff Signal PMP2BKUMB3-D for the driver side and (1) PMP2BKUMB3-P or San Diego County equivalent for the passenger side to provide side warning signal. Each warning light will have 9-LED's. The red LED light will mount on the driver side and the blue LED will mount on the passenger side. The LED's will be connected to slide switch position #3 and flash in sync with each other.

3.1.7 Headlight Mounted LED's: (1) Red/white SoundOff Signal ELUC3H010D and (1) Blue/white SoundOff Signal ELUC3H010E or San Diego County approved equivalent, 6-LED warning lights shall be installed in the vehicles headlight housings with the Ford option 66A (Front Headlamp/Police Interceptor Housing Only). Each warning light will have 6-LED's. The red/white LED light will mount on the driver side and the blue/white LED will mount on the passenger side. The LED's will be connected to slide switch position #3 in drive and flash in sync with each other.

3.1.8 Tail Light Mounted LED's: (2) Blue, SoundOff Signal ELUC3H010B or San Diego County approved equivalent universal undercover LED insert warning lights shall be installed in the vehicles tail light housings with the Ford option 66B (Tail Lamp / Police Interceptor Housing Only). The warning lights will be installed with (2) SoundOff Signal PLUCTCL1 or San Diego County approved equivalent twist-lock adapters. The blue LED's will be placed in the clear reverse lens of the taillight. Each warning light will have 6-LED's. The LED's will be connected to slide switch position #2 and flash in sync with each other.

3.1.9 Lift Gate Open Mounted LED's: (2) red/blue, SoundOff Signal EMPS1SLS3J or San Diego County approved equivalent, red/blue recessed mount LED warning lights shall be installed in the interior trim panel of the rear lift gate. The LED's shall be visible when the lift gate is open. The LED's will be connected to slide switch position #2 and only activated when the lift gate is open. The lights shall flash in sync with each other.

3.1.10 Headlight Flasher: (1) SoundOff Signal or San Diego County approved equivalent, solid state headlight flasher shall be installed on the vehicle's high beam headlights. The flasher will be connected to slide switch position #3 and only active when the vehicle in in a "drive" gear.

3.1.11 Taillight Flasher: (1) SoundOff Signal ETTFFUT-16 or San Diego County approved equivalent, solid state taillight flasher shall be installed on the vehicle's (2) lower brake lights. The flasher will be connected to slide switch position #2 and the OEM brake light functions shall override any warning functions.

3.2 **Center Equipment Console and Computer Mount**

3.2.1 Tablet Mounting Solution: The successful vendor shall install the following components to support a Dell Tablet and Dock. The mounting solution shall be installed in preparation for the County's final installation of the monitor. The monitor mount shall provide sufficient side-to-side swivel adjustments to be viewable by passenger and driver seated locations. All dash panel cuts shall be performed in a clean and workmanlike manner to include only minimal modifications to factory trim pieces

3.2.1.1 (1) Havis C-DMM-3015-or San Diego County approved equivalent, Swing Up Device Mount for 2023 Ford Interceptor Utility Vehicle.

3.2.1.2 (1) Havis DS-Dell-612-2 or County approved equivalent, Docking Station with Dual Pass-through Antenna for Dell's Latitude 12 Rugged Tablet with Power Supply.

3.2.2 Keyboard Mounting Solution: The successful vendor shall install the following components to support a Havis Keyboard mounting solution. The mounting solution shall be installed in preparation for the County's final installation of the keyboard.

3.2.2.1 Havis CM006331 or San Diego County approved equivalent, Side mounted articulated swing arm assembly to be installed on right rail of console and support keyboard

3.2.2.2 Havis C-MD-204 or San Diego County approved equivalent, Tilt / Swivel Motion Device

3.2.2.3 Havis C-KBM-202-or San Diego County approved equivalent, Keyboard Mounting Plate for Motorola.

3.2.3 Center Equipment Console: (1) Havis C-VS-1012-INUT or San Diego County approved equivalent shall be installed between the front seats to support the installation of the radio control head and other related components. The console will support a total of 22" of equipment faceplate mounting. 10" will be at an angle with the remaining 12" in a level horizontal section. The console will install form fitting to the vehicle's dash panel. The console will include (2) DC power ports between the angled and level faceplate sections. The OEM USB and 3.5mm audio ports will be relocated to the passenger side of the console. The console package will include the following equipment mounting brackets, filler panels and console accessories:

3.2.3.1 Havis C-LP2-PS2 or San Diego County approved equivalent, 2" Console faceplate with (2) DC power ports and (2) rocker switch cut-outs installed in the #1 (top) position of the console. The rocker switch cutouts will be used for "black-out" and prisoner / K9 dome light.

3.2.3.2 Havis C-EB15-HLN-1P or San Diego County approved equivalent, Equipment mounting bracket for Motorola DEK, 1.5", installed in the #2 position of the console

3.2.3.3 Havis C-EB25-XTL-1P or San Diego County approved equivalent, Equipment mounting bracket for Motorola XTL/APX -05 remote head radio, 2.5", installed in the #3 position of the console

3.2.3.4 Havis C-FP-2 or San Diego County approved equivalent, 2" Console blank filler panel installed in the #4 position of the console.

3.2.3.5 Havis C-AP-0325 or San Diego County approved equivalent, 3" Console accessory pocket installed in the #5 Position of the console.

3.2.3.6 Havis C-FP-05 or San Diego County approved equivalent, 1/2" Console blank filler panel installed in the #6 position of the console.

3.2.3.7 Havis C-CUP2-I or San Diego County approved equivalent, Dual internal beverage holder, approximately 4", installed in the #7 position of the console.

3.2.3.8 Havis C-MCB or San Diego County approved equivalent, Microphone mounting brackets installed on the right track rail of the console for the mounting of the radio and PA microphones

3.2.3.9 Magnetic Mic MMSU-1 or San Diego County approved equivalent, magnetic microphone mounts installed on the mounting brackets. The magnetic mounts will be used for the radio and PA microphone. (1) Adapter shall be installed on the PA mic and the (1) adapter with set screw for the radio mic shall be placed in a sealed bag and placed in the beverage holder.

3.2.3.10 Littlite L-5/12-LED or San Diego County approved equivalent, Red/White LED map light with 12" flexible neck shall be installed on the right side of the equipment console. The map light shall be wired to the fuse panel timed circuit

3.3 **Radio Communications**

3.3.1 The successful vendor shall provide all required pre-cabling of radio antennas, control cables and power cables to support the final installation of the radio equipment by the County. The specifications listed below are minimum requirements and are subject to approval by Sheriff Wireless and Data Services, before the construction and delivery of the first vehicle. All cable lengths at the front center equipment console and the rear electronics tray must be sufficient to allow proper placement of components by the County.

3.3.2 800MHz Radio Antenna: (1) Larsen NMOKHFUDMPL or San Diego County approved equivalent, antenna NMO mount/cable shall be installed on the roof centered left-to-right and 23" from the rear roof's edge. The antenna coaxial cabled is to be routed to the equipment mounting tray in the rear of the vehicle and labeled "Radio Antenna". (1) Larsen NMO3E800B or San Diego County approved equivalent, 806-866MHz antenna mast shall be installed on the NMO.

3.3.3 Radio Control Head Cable: (1) Motorola HKN6169B or San Diego County approved equivalent, radio control head cable shall be routed from the front center equipment console to the rear equipment mounting tray.

3.3.4 Radio Control Head Pre-Wire: Pre-wire for the radio control head (Motorola XTL or APX -05 remote head) located in the center console must include the following circuits. A label must be affixed to the radio control head wire bundle to clearly identify the circuits.

3.3.4.1 16awg Red/Black wire printed "Radio Head" to provide constant 12V from the rear fuse panel circuit #2

3.3.4.2 16awg yellow wire printed "Radio 2" to provide ignition from an ignition sense wire. Could be the same used for the gun lock ignition wire.

3.3.4.3 16awg black wire printed "ground" to provide ground sourced from a factory ground location.

3.3.4.4 18/2 speaker wire for connection to the radio's audio output to allow the siren to perform the radio re-broadcast (RRB) feature.

3.3.5 Radio Transceiver Pre-Wire: Pre-wire for the radio transceiver (Motorola XTL or APX -05 remote head) located on the rear equipment tray must include the following circuits. A label must be affixed to the radio transceiver wire bundle to clearly identify the circuits.

3.4 **Data Communications**

3.4.1 The successful vendor shall provide all required pre-cabling of data antennas, computer control cables and power cables to support the final installation of the computer equipment by the County. The specifications listed below are minimum requirements and are subject to approval by Sheriff Wireless and Data Services, before the construction and delivery of the first vehicle. All cable lengths at the front center equipment console and the rear electronics tray must be sufficient to allow proper placement of components by the County.

3.4.2 LTE Antenna: (1) Larsen NMOKHFUDTNC or San Diego County approved equivalent, high frequency antenna NMO mount/cable shall be installed centered from left-to-right on roof and have at least 16' of separation from 800mhz radio antenna. The antenna coaxial cabled is to be

routed to the Dell Tablet Dock in front dash of the vehicle and labeled "Laird TRA6927M3NBN-001".

3.5 **Electrical System**

3.5.1 General Electrical System Requirements: All wiring must remain consistent across all Utility vehicle and configurations. The successful vendor must comply with the following specifications and requirements:

3.5.1.1 All wiring must be contained as part of a complete vehicle harness.

3.5.1.2 Wires and cables must be routed consistently in each vehicle.

3.5.1.3 Vendor to supply "as-built" vehicle documentation to include but not limited to:

3.5.1.3.1 Circuit identification

3.5.1.3.2 Wire routing diagrams

3.5.1.3.3 Connection diagrams for all components including siren amplifiers, relays and fuse panels

3.5.1.3.4 Complete documentation of all factory wire interfaces (park kill, horn, door ajar, etc.)

3.5.1.3.5 Complete documentation of all OEM fuses that have an effect of the outfitting package

3.5.1.4 All fuses, relays and spare wires must be clearly labeled as to their function.

3.5.1.5 All wire runs are to be "home runs" with no unnecessary connections in the circuits

3.5.1.6 All wiring shall be cross-linked polyolefin and meet or exceed the following specifications for resistance to heat and abrasion:

3.5.1.6.1 Chrysler specifications MS 5919

3.5.1.6.2 Ford specifications M1L85-A

3.5.1.6.3 MIL-Specifications MIL-7928

3.5.1.6.4 Packard specifications M-2023

3.5.1.6.5 SAE Specifications 7928

3.5.1.6.6 SAE Specifications J1128

3.5.1.7 All wiring shall include labeled / printed wire as to identify the circuit and/or component

3.5.1.8 There shall be (4) spare circuits routed from the console to the under hood. Wires shall be capped and labeled.

3.5.1.9 There shall be (4) spare circuits routed from the console to the rear electronics tray. Wires shall be capped and labeled.

3.5.2 Warning System Fuse Panel: For the following item only, Bidder may submit specifications with bid for County Evaluation. Bidder shall provide and install a warning system fuse panel that shall house fuses for all aftermarket components other than the radio and computer and shall be sourced from the fuse panel and power distribution center. The fuse panel must comply with the following:

3.5.2.1 The fuse panel will be installed in the rear interior trim panel storage pocket on the passenger side.

3.5.2.2 The fuse panel will include a vehicle specific mounting system to insure consistent placement on vehicle.

3.5.2.3 The panel will support (21) ATO fuses and (4) MAXI fuses

3.5.2.4 A solid-state timer will be installed on the panel and set to 30-minute time delay

3.5.2.5 The delay timer will control a Mil-Spec 300-Amp relay to distribute "timed" power to high current circuits

3.5.2.6 All wire crimp connections at the fuse panel must meet MIL-SPEC standards for pull-test.

3.5.2.7 Fuse Panel housing shall be constructed of metal and wiring shall meet SAE J01128 and MIL – 85B standards.

3.5.2.8 Fuse Panel and wiring shall have a warranty no less than 5 years.

3.5.3 The fuse panel will include a labeled fuse cover to identify the following circuits:

3.5.3.1 Fuse #1, Constant, 15-Amp, Headlight Flasher

3.5.3.2 Fuse #2, Constant, 10A Control Head constant power to the front center equipment console.

3.5.3.3 Fuse #3, Constant, Console Spare (CIR 3)

3.5.3.4 Fuse #4, Constant, 10-Amp, Rear Gun Lock (K9)

3.5.3.5 Fuse #5, Constant, Console Spare (CIR 5)

3.5.3.6 Fuse #6, Constant, 5-Amp, Timer

3.5.3.7 Fuse #7, Constant, 20-Amp, Tail Light Flasher

3.5.3.8 Fuse #8, Timed, 5-Amp, Black Out Switch / Relays

3.5.3.9 Fuse #9, Timed, 30-Amp, Lightbar

3.5.3.10 Fuse #10, Timed, 5-Amp, Lightbar BOB

3.5.3.11 Fuse #11, Timed, 15A Dell Dock Lind power supply in the front center equipment console

3.5.3.12 Fuse #12, Timed, 5-Amp, Rear Dome Light

3.5.3.13 Fuse #13, Timed, 3-Amp, Asset Works VIB

3.5.3.14 Fuse #14, Timed, 5-Amp, Prisoner/K9 Dome Light

3.5.3.15 Fuse #15, (Maxi) Constant, 40-Amp, K9 Electronics

3.5.3.16 Fuse #16, (Maxi) Constant, 20A for radio TR pack in rear equipment tray

3.5.3.17 Fuse #17, (Maxi) Timed, 50-Amp Siren (Lighting Relay Input)

3.5.3.18 Fuse #18, (Maxi) Timed, Open

3.5.3.19 Fuse #19, Timed, Rear Spare

3.5.3.20 Fuse #20, Timed, Rear Spare

3.5.3.21 Fuse #21, Timed, 5-Amp, Radio Control Head

3.5.3.22 Fuse #22, Timed, 20-Amp, Siren Amp

3.5.3.23 Fuse #23, Timed, 15-Amp, Power Outlets

3.5.3.24 Fuse #24, Timed, 5-Amp, Map Light

3.5.3.25 Fuse #25, Timed, Console Spare (flashlight)

3.5.3.26 Fuse #28, 15-Amp, Radio

3.5.3.27 Fuse #29, 10-Amp, Radio Control Head

3.5.3.28 Fuse #32, Open

3.5.4 Brake Light "Black-Out" System: The successful vendor will be required to install a brake light black out system to temporarily defeat the vehicle's brake and reverse light functions for tactical advantages. The County understands that this system is not recommended by Ford or Federal Motor Vehicle Safety Standards and accepts responsibility for the operation of the system. The system shall include a console (1) K4 SW-BRAKE or San Diego County approved equivalent mounted rocker switch to activate N.O. / N.C. relays installed to interrupt the power to the brake and reverse lamps. The OEM circuit shall utilize the N.C. (normally closed) contacts on the relay so that the brake light defeat will default to normal operation. The console mounted switch shall be a Carling Contoura style with a laser etched marking and legend. The switch will be momentary and must remain manually depressed for the brake lights to be in "black-out" mode.

3.5.5 Lift Gate Mounted Dome Light: (1) SoundOff Signal ECVDMLTST4G or San Diego County approved equivalent red/white LED dome light will be installed on the rear lift gate interior trim panel. The light will source power from the fuse panel and only be enabled when the lift gate is open.

3.5.6 Electronics Mounting Tray: (1) Havis C-TTP-INUT-2 or San Diego County approved equivalent equipment tray will install in the rear of the vehicle above the spare tire and below the removable cargo floor. The electronics tray will hinge up to provide access to the spare tire (spare tire must remain in vehicle). The 25" W x 30" L mounting surface will provide a mounting location for the following components. Placement of all components must be approved by the County prior to vehicle construction.

3.5.6.1 Siren
3.5.6.2 RJ-45 splitter (lightbar and control panel)
3.5.6.3 Lightbar Break-Out-Box (BOB)
3.5.6.4 Relays (Lev 3 Park Kill, Lift Gate Open, Lift Gate Dome)
3.5.6.5 Motorola XTL / APX Radio transceiver
3.5.6.6 Motorola MW-810 CPU
3.5.6.7 Motorola HPD1000
3.5.6.8 Antenna duplexer

3.6 **Prisoner Transportation System**

3.6.1 Front Partition: (1) Setina PK1186ITU20-TM or San Diego County approved equivalent, #10XL front prisoner partition with center recess panel and lower extension panels. The partition will have a coated polycarbonate horizontal sliding window with a slotted polycarbonate window guard. The partition will include "XL" Extra leg room and "TM" Tall man installation kit. The side polycarbonate filler panels shall be rigid with break-away fasteners for air bag compliance.

3.6.2 Rear Partition and Transportation Seat: (1) rear cargo partition Setina 12-VS and (1) transportation seat SetinaQK0566ITU20 or San Diego County approved equivalent, Full replacement prisoner transportation seat with center pull seat belts and #12 rear partition with coated polycarbonate window. The seat shall be constructed of heavy duty, moisture and pathogen resistant TPO polymer. The center pull seat belt system must be Federal Motor Vehicle Safety Standard (FMVSS) 207/210 compliant.

3.6.3 Window Barriers: (1) Setina WK0514ITU20H or San Diego County approved equivalent window barriers shall be installed on the rear driver and passenger doors. The window barriers shall be constructed of steel and feature horizontal bars for increased rear and side visibility to the driver

3.6.4 Door Panels: (1) Setina DK0100ITU20 or San Diego County approved equivalent door panels shall be installed on the rear driver and passenger doors. The panels shall be constructed of heavy duty, moisture and pathogen resistant TPO polymer. The panels will install over the OEM door panels and block access to the door handle and window switch.

3.6.5 Prisoner Transportation Dome Lights: (2) SoundOff Signal ECVDMLTST4G or San Diego County approved equivalent, LED dome lights will be installed on the headliner in the prisoner compartment to provide illumination for contraband inspections and other nighttime operations. The dome lights will be controlled by (1) K4 SW-DOME2 or San Diego County approved equivalent, console mounted Carling Con toura style rocker switch with a laser etched marking and legend.

3.7 **Cargo Protection**

3.7.1 Cargo Guard: (1) UV-CARGO-GUARD-SET or San Diego County approved equivalent shall be installed in the rear of the vehicle to provide a secure storage solution. The cargo guard will create a "trunk" in the utility vehicle to protect equipment from theft from a broken window. The cargo guard must comply with the following:

3.7.1.1 The cargo guard will create a shelf platform under the window beltline and extend from the rear partition to the rear lift gate and from side to side.

3.7.1.1.1 The guard must fit the contours of the vehicle interior panels with no gaps.

3.7.1.1.2 The rear edge of the guard at the lift gate, will feature a hinged door that will flip up to provide easier access to cargo stored under the guard.

3.7.1.1.3 The hinged door will have slam latches that are only accessible from under the guard's platform requiring that the rear lift gate is open to gain access to the latches.

3.7.1.1.4 The guard will be constructed of heavy gauge steel and be finished with a textured powder coat finish.

3.7.1.1.5 The guard must securely install in the vehicle using only factory bolt locations.

3.7.1.1.6 The County must approve the final design

3.8 Weapon Mounting System

3.8.1 Partition Mounted Weapon Rack: (1) Setina GK1031S1UHKSSCAXL or San Diego County approved equivalent dual weapon rack shall be installed on the front partition. The rack will support the secure storage of (1) Remington 870 shotgun with pistol grip stock and (1) AR-15 style rifle with adjustable butt stock. The rack must feature an extruded aluminum back bone to allow adjustments for both weapons. All exposed hardware must be security style such as pin-in hex. The gun locks will be electronically released via the siren control panel button #8 (security 8-sec. timer) and feature a #6 key over-ride. The rifle gun lock will utilize a "barrel lock" to allow compatibility with various configurations. The rack must include additional storage security to the rifle by preventing access to the take down pins, magazine release and trigger. The guard must be compatible with a 30-round magazine. Both weapons will be installed in the rack with the trigger facing towards the partition.

3.9 Graphics Package

3.9.1 The successful vendor will be required to produce and install a complete graphics package. The vendor shall supply the County Fleet Management with a list of vehicle identification numbers (VIN) on an excel spreadsheet, and the County will identify the correct county assigned unit number.

3.9.2 The graphics package must include the following:(See reference photos in Section 9)

3.9.2.1 (2) Sheriff Stars to be installed on the front driver and passenger doors

3.9.2.1.1 Approximate size: 20"
3.9.2.1.2 Material: 3M 1080 Series
3.9.2.1.3 Color: S120, Satin White Aluminum
3.9.2.1.4 Laminate: 3M Envision 8548 Gloss
3.9.2.1.5 Expected Durability: 7-9 Years

3.9.2.2 (2) "SHERIFF" graphics to be installed on the front driver and passenger doors

3.9.2.2.1 Approximate size: 2.25" x 23"
3.9.2.2.2 Material: 3M 1080 Series
3.9.2.2.3 Color: S120, Satin White Aluminum
3.9.2.2.4 Laminate: 3M Envision 8548 Gloss
3.9.2.2.5 Expected Durability: 7-9 Years

3.9.2.3 (1) "SHERIFF" graphics to be installed on the rear lift gate

3.9.2.3.1 Approximate size: 2.25" x 23"
3.9.2.3.2 Material: 3M 1080 Series
3.9.2.3.3 Color: S120, Satin White Aluminum
3.9.2.3.4 Laminate: 3M Envision 8548 Gloss
3.9.2.3.5 Expected Durability: 7-9 Years

3.9.2.4 (2) "KEEPING THE PEACE SINCE 1850" graphics to be installed on the front driver and passenger fenders

3.9.2.4.1 Approximate size: 2" x 35"
3.9.2.4.2 Material: 3M 1080 Series
3.9.2.4.3 Color: S120, Satin White Aluminum
3.9.2.4.4 Laminate: 3M Envision 8548 Gloss
3.9.2.4.5 Expected Durability: 7-9 Years

3.9.2.5 (1) 5-Digit vehicle number to be installed on the hood
3.9.2.5.1 Approximate size: 2" Tall
3.9.2.5.2 Material: 3M 1080 Series
3.9.2.5.3 Color: S120, Satin White Aluminum
3.9.2.5.4 Laminate: 3M Envision 8548 Gloss
3.9.2.5.5 Expected Durability: 7-9 Years

3.9.2.6 (1) 5-Digit vehicle number to be installed on the rear lift gate
3.9.2.6.1 Approximate size: 2" Tall
3.9.2.6.2 Material: 3M 1080 Series
3.9.2.6.3 Color: S120, Satin White Aluminum
3.9.2.6.4 Laminate: 3M Envision 8548 Gloss
3.9.2.6.5 Expected Durability: 7-9 Years

3.9.2.7 (1) 3-Digit vehicle number to be installed on the roof
3.9.2.7.1 Approximate size: 20" Tall
3.9.2.7.2 Material: 3M 1080 Series
3.9.2.7.3 Color: G12 Gloss Black
3.9.2.7.4 Laminate: 3M Envision 8548 Gloss
3.9.2.7.5 Expected Durability: 5 Years

3.9.2.8 (1) Underline to be installed under roof numbers
3.9.2.8.1 Approximate size: 4" x 43"
3.9.2.8.2 Material: 3M 1080 Series
3.9.2.8.3 Color: G12 Gloss Black
3.9.2.8.4 Laminate: 3M Envision 8548 Gloss
3.9.2.8.5 Expected Durability: 5 Years

4 STANDARDS AND REQUIREMENTS

4.1 The successful bidder shall be responsible to deliver all completed vehicles as specified and equipped in this specification

4.2 The successful bidder shall identify the local area service provider and/or warranty repair center responsible for all equipment repair identified in this specification. Service centers must be accessible within a 1 hour driving window under normal traffic conditions from any starting point within the geographical area of San Diego County. This local area service provider shall be capable of providing warranty repairs and parts replacement, product support and service.

4.3 The successful bidder shall verify that the successful bidder or sub-contractor, whomever is providing this outfitting installation utilizes certified Emergency Vehicle Technicians that are certified as Law Enforcement Vehicle Installers (L-1), and that the sub-contractor has a history of manufacturing, outfitting, supporting, and servicing of aftermarket Law Enforcement vehicle equipment consisted of but not limited to
4.3.1 Emergency lights and siren
4.3.2 Center consoles
4.3.3 Trunk trays
4.3.4 Weapon management and security storage systems,
4.3.5 Wiring harnesses, power distribution and management systems

4.4 The successful bidder shall ensure that the primary sub-contractor shall be the only sub-contractor performing the outfitting services and no other subcontracting work shall be permitted by the successful bidder or the primary successful bidder without prior written approval of the County of San Diego Fleet Management.

4.5 All equipment and components shall be new, assembled, installed, and fully functional as indicated by the specifications and shall be factory standard unless otherwise specified.

4.6 All substitutions must be listed as exceptions for evaluation. San Diego County representatives shall be the sole judges if the substitution is acceptable as an equivalent.

4.7 Successful bidder will outfit one vehicle which will be submitted for inspection and approval before the remainders of the vehicles are started.

4.8 The successful bidder shall produce no less than 20 outfitted vehicles per this specification per month starting after the first vehicle is approved by the County of San Diego Fleet Management.

4.9 The successful bidder is responsible for the delivery of all vehicles to the County of San Diego.

4.10 Vehicles delivered to the County must not include any modifications to or additions of equipment that are not specifically requested by the County as part of its specifications. Vehicles which have had modifications or alterations to the manufacturer's wiring or body structure through the installation of such devices may, at the County's sole discretion, be rejected as not meeting specifications. In such cases, the County shall determine whether repairs to the vehicle to eliminate the alteration shall be acceptable to correct the specification deficiency, or if replacement of the vehicle is required.

5 DOCUMENTATION

5.1 Each vehicle shall include a laminated "quick reference" card showing the lighting control keypad functions

5.2 Vendor must create and deliver detailed reference documents with component locations, any maintenance or diagnostic charts if applicable, and electrical diagrams with appropriate system identification

5.3 The reference documents, illustrations, and diagrams shall include, but not be limited to the following systems and items:

- 5.3.1 Emergency light and siren system
- 5.3.2 Wiring harness
- 5.3.3 Any system added by vendor
- 5.3.4 Item specified during meeting
- 5.3.5 wire size and color
- 5.3.6 Diagram must show location of fuses

5.4 Provide reference documents, illustrations, diagrams in a hard copy and binder format

5.5 Reference documents, illustrations, and diagrams shall be provided in a digital format and shall include the same information as in number three of the Rear Console Section Warnings and safety precautions shall be identified clearly in the reference documents and diagrams.

5.6 Reference documents and diagrams shall be specifically created for the current production, and shall contain the following:

- 5.6.1 Job and or Production number
- 5.6.2 Table of contents
- 5.6.3 Parts section sorted in alphabetical order
- 5.6.4 Parts section in functional groups reflecting a major system, component, or assembly

5.6.5 Part numbers with full descriptions

6 WARRANTY

6.1 All Warranty repair services should be available by the warranty repair center responsible for all equipment repair identified in this specification. Service centers must be accessible within a 1 hour driving window under normal traffic conditions from any starting point within the geographical area of San Diego County. This local area service provider shall be capable of providing warranty repairs and parts replacement, product support and service with certified Law Enforcement Emergency Vehicle Technicians (L-1).

6.2 Up fitting Craftsmanship Warranty: 5 Years Unlimited Mileage

6.3 All wiring must be covered for (5) five years from the time of delivery

7 DELIVERY AND DEMONSTRATION

7.1 The successful bidder shall be responsible for the delivery of each completed vehicle to the County of San Diego's specified location. Location shall be specified by Contracting Officer Representative at time of delivery scheduling for each vehicle.

7.2 Delivery dates shall not exceed 365 days from receipt of purchase order.

7.3 On initial delivery of the first vehicle, the successful bidder shall supply a qualified representative to demonstrate the vehicle and provide initial instruction to representatives of the County of San Diego regarding the operation, care, and maintenance of the vehicle and equipment supplied at the County of San Diego's location.

7.4 Vehicle to be delivered with no less than ½ tank of gas. Vehicles not meeting this requirement will not be accepted and payment on submitted invoices will be withheld until delivery requirements have been met.

7.5 All vehicles shall be delivered with current and valid California "Exempt" registration with license plates installed and registration cards provided at time of delivery unless otherwise previously requested by the County prior to the vehicle's scheduled delivery. Ownership information and department of motor vehicle registration information shall be provided by the County of San Diego prior to first vehicle delivery.

7.6 Deliveries are by appointment only & shall only occur between the hours of 8:00am and 2:00pm PST, Monday - Friday. (Excluding County observed Holidays). Deliveries shall be limited in quantity to no more than twenty (20) vehicles per week.

7.7 Vehicle delivery shall be coordinated with Fleet Management during normal business hours. All deliveries are to be made to:

County of San Diego
5610 Overland Ave.
San Diego, California 92123

San Diego County Sheriff, 2015 Ford Utility
nForce Exterior Lightbar Configuration

Customization Ordering Information: Exterior Lightbar

Vehicle Type 2017 Ford Utility **Quantity** _____ **Lightbar Lengths** ○ 42" ⓧ 48" ○ 54" ○ 24" ○ 36" ○ 60" ○ 72"
Wire Exit Side ○ Driver ⓧ Passenger **Mounting Style** Pursuit Fixed Height **Hook Kit** PNFLBF23 **Alleys** ⓧ Yes ○ No

48"

Lightbar Front: **Top Row** = LED Count **Middle Row** = LED Color **Third Row** = Programmable Option

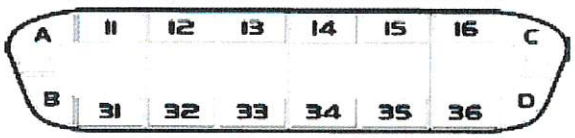
D12	S09	D12	D12	S09	D12
R/W	RED	R/W	B/W	BLUE	B/W

Driver Side (front)

LED Count	D24
LED Color	R/W
Programmable Option	

(back)

LED COUNT	D24
LED Color	R/W
Programmable Option	



D12	D12	D12	D12	D12	D12
R/A	R/A	R/A	B/A	B/A	B/A

Passenger Side (front)

D24	LED Count
B/W	LED Color
	Programmable Option

(back)

D24	LED COUNT
B/W	LED Color
	Programmable Option

Lightbar Back: **Top Row** = LED Count **Middle Row** = LED Color **Third Row** = Programmable Option


KEEPING THE PEACE SINCE 1850


SHERIFF
SHERIFF
SAN DIEGO COUNTY


KEEPING THE PEACE SINCE 1850
SHERIFF


SHERIFF
Ford
CA EXEMPT
1452759
23798


SHERIFF
KEEPING THE PEACE SINCE 1850


20156
CA EXEMPT
1527521


156

6. EXHIBIT B – PAYMENT SCHEDULE

(Submit completed Payment Schedule with your bid)

Initial Year
2023 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2023 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	$ 48,948.00	$ 3,671,100.00
2	Parts	75	EACH	$ 19,131.51	$1,434,863.25
3	Labor	75	EACH	$4,560.00	$ 342,000.00
4	Tire Fee	75	EACH	$8.75	$656.25
5	Additional Fees	75	EACH	$ 320.00	$ 24,000.00
				TOTAL PRICE:	**$ 5,472,619.50**

Option Year 1
2024 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2024 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	$ 48,948.00	$ 3,671,100.00
2	Parts	75	EACH	$ 19,131.51	$1,434,863.25
3	Labor	75	EACH	$4,560.00	$ 342,000.00
4	Tire Fee	75	EACH	$8.75	$656.25
5	Additional Fees	75	EACH	$ 320.00	$ 24,000.00
				TOTAL PRICE:	**$ 5,472,619.50**

COUNTY CONTRACT NUMBER 570454
AGREEMENT WITH SUNROAD AUTO LLC DBA KEARNY MESA FORD
FOR 2023 OR NEWER FORD POLICE INTERCEPTOR UTILITY VEHICLES
Option Year 2
2025 Model or Newer

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	2025 or Newer Ford Police Interceptor Utility Vehicle All-Wheel Drive 3.0L EcoBoost (Option Code = (K8A)(99C)	75	EACH	$55,041.00	$4,128,075.00
2	Parts	75	EACH	$21,427.29	$ 1,607,046.75
3	Labor	75	EACH	$ 4,924.80	$ 369,360.00
4	Tire Fee	75	EACH	$8.75	$656.25
5	Additional Fees	75	EACH	$400	$30,000.00
				TOTAL PRICE:	**$6,135,138.00**

TOTAL OF INITIAL AND ALL OPTION YEARS PRICE	**$ 17,080,377.00**

UPON DELIVERY, DOCUMENTS MUST REFLECT THE FOLLOWING MINIMUM INFORMATION:

Name of Contact Person Company Name

Ordering Organization and Location Quote Number

Quantity, Description, Unit Price and Extended Price

Quotation

Date	Page
Aug 13, 2025	1
Order Number	
QTE0042106	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
email: ap@nationalcityca.gov
1726 Wilson Avenue
National City, CA 92950

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Roberto Gonzales, 619-336-4457			
		Siren/ Lightbar Package			
4.00	LBAR04698 / EMPLB01L4F-4Q4	SoundOff mPower 55" Exterior Lightbar for 2020+ Ford Utility	2,883.5000	Y	11,534.00
		- SO Quote# QSF053246			
4.00	SIRE00632 / ENGSA5200RSP	500 Series bluePRINT Siren, Remote Push Button, 200-Watts	1,068.8700	Y	4,275.48
4.00	VACC03152 / ENGLMK013	bluePRINT Link Micro Kit, Ford Utility 2025	417.1900	Y	1,668.76
8.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	254.2500	Y	2,034.00
4.00	PATC00335 / PIU20-RADIO-KIT	Radio T/R Mounting Bracket, OEM Cubby Pocket, 20+ Utility	42.8300	Y	171.32
4.00	BKRT00092 / PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility	125.0000	Y	500.00
4.00	VACC02945 / B00FSYBKPM	StarTech.com 3 ft Panel Mount USB Cable B to B - F/M - Panel	15.0000	Y	60.00
		Push Bumper w/ Front Lighting			

Quotation continued on next page ...

Quotation

Date	Page
Aug 13, 2025	2
Order Number	
QTE0042106	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
email: ap@nationalcityca.gov
1726 Wilson Avenue
National City, CA 92950

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	BUMP00905 / BK1526ITU20	PB450-LR4 Push Bumper, SoundOff mPower x4, 2020+ Utility	509.5200	Y	2,038.08
8.00	LEDS04175 / EMPSCG2STS4D	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Red/White	138.1200	Y	1,104.96
8.00	LEDS03901 / EMPSCG2STS4E	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Blue/White	138.1200	Y	1,104.96
4.00	PATC00288 / FT-UNV-SOB5-BUM-02	Bumper Harness, bluePRINT 500 w/3-Wire Dual, Universal	103.1200	Y	412.48
4.00	PATC00289 / FT-UNV-SOB5-SPK-01	Speaker Harness, SoundOff, Universal	36.0000	Y	144.00
		Headlight Housing LED's			
4.00	LEDS03676 / ELUC3H010D	Universal Under Cover LED Insert, 5-Wire, Red/White (Driver side headlight assemble)	93.5800	Y	374.32
4.00	LEDS03657 / ELUC3H010E	Universal Under Cover LED Insert, 5-Wire, Blue/White (Passenger side headlight assemble)	93.5800	Y	374.32
8.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit (Twist Locks for UC LED's)	3.3800	Y	27.04
		Note: Wig/Wag Flash Via bluePRINT and FasTech Harness			

Quotation continued on next page ...

Quotation

Date	Page
Aug 13, 2025	3
Order Number	
QTE0042106	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
email: ap@nationalcityca.gov
1726 Wilson Avenue
National City, CA 92950

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Under Mirror LED's			
4.00	LEDS04175 / EMPSCG2STS4D	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Red/White	138.1200	Y	552.48
4.00	LEDS03901 / EMPSCG2STS4E	3-Wire mPower Fascia LED, Stud Mount, 12-LED, Blue/White	138.1200	Y	552.48
4.00	BKRT00359 / PMP2BKUMB8-D	Under Mirror Bracket, mPower/Intersector, 25+ Utility, DRV	28.5000	Y	114.00
4.00	BKRT00360 / PMP2BKUMB8-P	Under Mirror Bracket, mPower/Intersector, 25+ Utility, PASS	28.5000	Y	114.00
8.00	VACC02904 / FT-UNV-SOB5-3WR-02	bluePRINT 500 w/3-Wire LED Extension Single (Mirror), Univer	29.6900	Y	237.52
		Rear 1/4 Window LED's			
4.00	LEDS04175 / EMPSCG2STS4D	3-Wire mPower 4" Fascia LED, SM, 12-LED, Red/White	138.1200	Y	552.48
4.00	LEDS03901 / EMPSCG2STS4E	3-Wire mPower 4" Fascia LED, SM, 12-LED, Blue/White	138.1200	Y	552.48
8.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black Qtr Glass Mount	14.0900	Y	112.72
8.00	PATC00311 / FT-UNV-SOB5-3WR-03	bluePRINT 500 w/3-Wire LED Extension, 24", Universal	42.1900	Y	337.52

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QTE0042106	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

National City Police Department, City of
email: ap@nationalcityca.gov
1726 Wilson Avenue
National City, CA 92950

Ship To:

AEP Santee

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Rear License Plate and Gate Open LED's			
8.00	LEDS04369 / EMPSCG2QMS5RBW	3-Wire mPower 4" Fascia LED, QM, 18-LED, Red/Blue/White	153.3400	Y	1,226.72
8.00	LEDS04370 / EMPSCG1SLS3J	3-Wire mPower 3" Fascia LED, SM, 8-LED, Red/Blue	123.4600	Y	987.68
8.00	PATC00292 / FT-F01-SOB5-LFT-01	Liftgate Harness, bluePRINT 500 w/3-Wire, 20+ Utility	215.6200	Y	1,724.96
		Tail Light LED's			
8.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue	93.5800	Y	748.64
8.00	LEDS02981 / PLUCTCL1	Twist-In UC LED Collar Kit	3.3800	Y	27.04
		Note: Tail Light Flash Via bluePRINT and FasTech Harness			
4.00	PATC00323 / FT-F01-SOB5-OEM-02	2 Ford Utility Tail Light Interface with Diode Protection	114.0000	Y	456.00
		Rear Under Spoiler LED's			
8.00	LEDS04368 / EMPSCG2STS5RBA	3-Wire mPower Fascia LED, Stud Mount, 18-LED, Red/Blue/Amber	153.3400	Y	1,226.72
4.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Utility	82.8700	Y	331.48

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NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	PATC00294 / FT-F01-SOB5-SPO-02	2-Mod Spoiler Harness, bluePRINT 500 w/3-Wire, 20+ Utility	104.6900	Y	418.76
		FasTech Harness/ Electrical System			
4.00	PATC00347 / FT-F06-SOB5-PRI-01	Primary Harness, bluePRINT 500 w/3-Wire, 2025 Utility	2,014.2000	Y	8,056.80
4.00	PATC00291 / FT-F01-SOB5-UND-02	Underhood Harness, bluePRINT 500 w/3-Wire, 20+ Utility	275.7000	Y	1,102.80
4.00	VACC02241 / B07PPLK8L4	RJ45 Splitter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP	24.7000	Y	98.80
4.00	VACC00342 / 13-100	Toggle Switch, Off-On, SPST..	12.0000	Y	48.00
4.00	VACC01453 / AEP-LABEL-CARGO-DO	Switch Label Plaque, "Cargo Dome, Door-Off"	9.0000	Y	36.00
4.00	LIGH00331 / M84434RW-A	6" LED Dome Light, Red/White, 110 Lumens	57.4000	Y	229.60
		Center Equipment Console			
4.00	CONS01598 / 7170-0735-00	"Short" Console Package w/Cup Holder, 10"/4.5	503.3000	Y	2,013.20
4.00	FACE00845 / 20032	FP- Sound Off 500 Series Remote Siren, 3.5"	0.0000	N	0.00
4.00	FACE00546 / 7160-0321	FP- Motorola APX -05 Remote 3"	0.0000	N	0.00

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		PL 2013-05-15			
4.00	FACE00215 / C-EB15-HLN-1P	FP- Motorola DEK Mini, 1.5" Havis PB 2012-09-01	24.0000	Y	96.00
4.00	FACE00605 / 15082	FP- Switch/Power Port Knockouts, 2"	0.0000	N	0.00
4.00	CONS00354 / C-ARM-104	Arm Rest, Adjustable PB 2012-09-01	180.0000	Y	720.00
4.00	VACC02616 / B07NV9D61R	PD Type C USB Car Charger Socket and QC 3.0 Quick Charger	22.3800	Y	89.52
4.00	VACC01101 / 11010	DC Power Port	3.0500	Y	12.20
4.00	VACC01102 / 11011	DC Power Port Cap	0.6800	Y	2.72
8.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	38.0000	Y	304.00
4.00	LIGH00331 / M84434RW-A	6" LED Dome Light, Red/White, 110 Lumens	57.4000	Y	229.60
		Computer Mount			
4.00	COMP01798 / DS-PAN-432-2	Panasonic Docking Station CF54/55 Dual RF W/ Power Supply	1,250.9000	Y	5,003.60
4.00	CONS01954 / 7160-2000-09	Mongoose XLE 9" Motion Attachment	399.0000	Y	1,596.00

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NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Radio Antenna APX 6500			
4.00	ANTE00335 / MB8UMI	Antenna cable, w/ Mini-UHF male connector	34.0000	Y	136.00
4.00	ANTE00829 / NMO3E800B	NMO Gain Antenna 800 MHz	49.1000	Y	196.40
4.00	VACC00721 / HKN6169B	Motorola APX Radio Control Head Cable, (Blue Ring), 5M	99.0000	Y	396.00
4.00	RADI00896 / HSN4031B	Motorola Radio Speaker	77.2200	Y	308.88
4.00	ANTE00745 / HKN6188B	APX Control Head Power and Speaker Cable	56.8500	Y	227.40
4.00	RADI00924 / HKN4192C	Transceiver Power Cable to Battery	47.5200	Y	190.08
4.00	RADI00817 / HLN7002A	Trunnion Hardware Kit - Transciever mount bracket	52.9700	Y	211.88
		Data Antenna Cradle Point Modem IBR900/AXON			
4.00	ANTE01221 / AP-MF5G-C2W2G-Q-B1	MULTIMAX 5G 5in1 antenna with 2 Cell/LTE, 2 Wi-Fi, 1 GNSS	162.3100	Y	649.24
4.00	ANTE01157 / CH-C2W2G-1-2-1-14	Matching 5in1 cable harness. 14 feet with SMA/RP SMA connect	168.0000	Y	672.00
4.00	VACC03315 / M45PATCH10BK	Cat5e Ethernet Cable - 10 ft - Black	13.0000	Y	52.00

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NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Prisoner Transport System			
4.00	PRIS01937 / PK1186ITU20-TM	10XL C2 Partition, Recessed, Poly Sliding, TM, 2020 Utility	967.1200	Y	3,868.48
4.00	PRIS02563 / QK0566ITU25	Transport Seat w/Poly Partition, Center Belts, 2025 Utility	1,451.1200	Y	5,804.48
4.00	PRIS01939 / WK0514ITU20H	Window Barriers, Steel Horizontal Bars, 2020 Utility	289.5200	Y	1,158.08
8.00	DOME00054 / E06-LS0R-1	Silho-X 4” Round Neutral White/Red Light SS Trim Ring	45.6500	Y	365.20
4.00	VACC01450 / AEP-SW-DOME1	Switch, Rear Dome Light, On-Door-Off	14.0000	Y	56.00
4.00	VACC01661 / AEP-SW-DOME3	Rear Dome Light Color Select Switch, On-On, V-Series	14.0000	Y	56.00
		Front Weapon Mount			
4.00	GUNM00762 / GRPXXX1B1X238	Gun Rack, Dual, Partition Mount, SC1-B/SC1, 38", #2	608.4900	Y	2,433.96
4.00	GUNM00513 / GUNMARTDPGRDBOM	AR-15 Takedown Pin Guard	175.0000	Y	700.00
		Rear Cargo Area Storage			
4.00	STOR00817 / PIU20-CARGO-KIT	Cargo Guard w/ Hinged EZ Access, 2020 Utility w/Setina 12VS	1,013.8500	Y	4,055.40

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NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	STOR01007 / 306-01	Tuffy Security Drawer, Under Cargo Guard Mount	278.0000	Y	1,112.00
4.00	STOR01028 / CAMLOCKCOMBO3-DIG	Tuffy Combination 3-Digit Camlock, Set to code 108	28.0000	Y	112.00
4.00	VACC02817 / LDW217	Neoprene Sponge Foam Rubber Sheet Rolls 15in x 60in	26.5800	Y	106.32
4.00	PRIS02000 / WK0040ITU20	Window Barrier, VS, Rear Hatch and Side Windows, 2020 Utilit	430.3200	Y	1,721.28
4.00	VACC01269 / CM006385	Heavy Duty Gas Springs for Utility Rear Hatch	96.0500	Y	384.20
4.00	UTIL01516 / 25614	Fire Extinguisher, 5lb ABC Dry Chem, Vehicle Mounting Bracke	58.0000	Y	232.00
4.00	VACC01552 / 862	Heavy Duty Fire Extinguisher Mounting Bracket, Rubber Straps	55.0000	Y	220.00
		Brake and Reverse Kill System (Black-Out)			
4.00	PATC00348 / COVP-F06-KIT	Covert Patrol Kit for use with FasTech Harness, 2025 Ford Ut	471.2000	Y	1,884.80
		Graphics Package			
4.00	GRAP90001 / Graphics	National City PD Patrol Graphics Package	600.0000	Y	2,400.00
		Installation/ Freight			

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
NCPD Patrol Utility x4		NAT11101	PT	Aug 13, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	Utility		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
192.00	LABO90001 / AEP INSTALL	Installation Labor Services EVT-Certified Technician Labor	105.0000	Y	20,160.00
24.00	LABO90001 / AEP INSTALL	AXON Installation Labor (6 Hours per unit) EVT-Certified Technician Labor	105.0000	Y	2,520.00
4.00	SHOP90006 / Shop Supplies	Installation Materials / Shop Supplies	100.0000	Y	400.00
		Freight/Shipping			
		Shipping/Freight Charges		N	1,140.00
		Customer Supplied Equipment			
4.00	INST05685 / CSM	Motorola APX-6500 Remote Radio Kit	0.0000	N	0.00
4.00	INST05685 / CSM	Motorola DEK	0.0000	N	0.00
4.00	INST05685 / CSM	Cradle Point Modem	0.0000	N	0.00
4.00	INST05685 / CSM	Axon System with Cameras	0.0000	N	0.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- **ESTIMATES VALID FOR 30 DAYS**
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling $10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**83,446.32**
Labor / Services	**25,080.00**
Trans / Trip / Fee	**0.00**
Shipping	**1,140.00**
Order Discount	**0.00**
Subtotal	**109,666.32**
Total sales tax	**9,496.05**
Total order	**119,162.37**

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO COUNTY OF SAN DIEGO CONTRACT # 570454 WITH KEARNY MESA FORD FOR THE PURCHASE OF FOUR 2026 FORD POLICE INTERCEPTOR UTILITY B/W AWD 3.3 HYBRID VEHICLES IN A NOT-TO-EXCEED AMOUNT OF $238,000 FOR THE NATIONAL CITY POLICE DEPARTMENT; 2) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.110(B) REGARDING EXCEPTIONS TO FORMAL COMPETITIVE BIDDING AND AUTHORIZING PURCHASE AND INSTALLATION SERVICES FROM AMERICAN EMERGENCY PRODUCTS IN A NOT-TO-EXCEED AMOUNT OF $120,000 TO COMPLETE THE BUILDOUTS FOR ALL FOUR VEHICLES; AND 3) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO $35,800 TO THE NOT-TO-EXCEED AMOUNTS FOR THE PURCHASES AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.

WHEREAS, four (4) National City Police Department Ford Explorer Police Interceptors have been in service for almost ten (10) years and have exceeded their useful and optimum life cycle of six (6) years and are scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford to allow for the purchase of four (4) 2026 Ford Police Interceptor Utility B/W AWD 3.3 Hybrid vehicles; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the County of San Diego Contract # 570454 with Kearny Mesa Ford was competitively bid through a Request for Proposals process, and that the County of San Diego procurement procedures are in substantial compliance with those of National City; and

WHEREAS, Section 2.60.110(B) of the National City Municipal Code provides that the City Council may waive formal competitive bidding requirements when, among other reasons, competitive bidding is or would be impractical or impossible or the circumstances are such that no obvious, ascertainable advantage to the City could result, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that, due to the need to complete the buildouts for the new police vehicles in a timely manner, coupled with American Emergency Products' development of a proprietary plug-and-play wire harness system customized for and used on other Police Department's patrol vehicles (as well as Fire Department vehicles), competitive bidding would be impractical or impossible and there is no obvious, ascertainable advantage from such bidding; and

WHEREAS, staff recommends adoption of the resolution as stated.

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

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto County of San Diego Contract # 570454 with Kearny Mesa Ford for the purchase of four (4) 2026 Ford Police Interceptor Utility B/W AWD 3.3 Hybrid vehicles in a not-to-exceed amount of $238,000 for the National City Police Department.

Section 2: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.110(B) regarding exceptions to formal competitive bidding requirements and authorizing the purchase and installation services from American Emergency Products in a not-to-exceed amount of $120,000 to complete the buildouts for all four vehicles.

Section 3: That the City Council hereby authorizes the City Manager to approve adjustments of up to $35,800 to the not-to-exceed amounts for the purchases as a 10% contingency for unforeseen fluctuations in pricing.

.

Section 5: 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 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Authorize the purchase of a Case Construction Tractor for the Engineering & Public Works Parks Division

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 # 011723-CNH with Sonsray Machinery for the Purchase of a Case Construction 2025 570N EP Cab Tractor Loader in a Not-to-Exceed Amount of $128,000 for the Public Works Parks Division; and 2) Authorizing the City Manager to Approve Adjustments of up to $12,800 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Engineering & Public Works Parks Division utilizes a utility tractor to assist with parks maintenance, tree removals, and weed abatement of vacant lots citywide. The current utility tractor has been in service since 2009 and has exceeded its useful life of fifteen (15) years and is scheduled to be replaced.

Staff is requesting the approval of the purchase of one (1) Case Construction 2025 570N EP Cab Tractor Loader in a not-to-exceed amount of $128,000, and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to $12,800 as a 10% contingency for unforeseen fluctuations in pricing. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract # 011723-CNH with Sonsray Machinery to allow for the purchase.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the Sourcewell Contract # 011723-CNH was competitively bid through a Request for Proposals (RFP) process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City.

FINANCIAL STATEMENT:
The City Council authorized up to $200,000 to acquire this equipment through adoption of the FY26 annual budget. The expenditure will be recorded in the Vehicle Acquisition Fund in the following account:

644-10-31-31400-7511- Parks	$128,000
644-10-31-31400-7511- Parks	$12,800

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 - Sonsray Machinery Quote
Exhibit B - Sourcewell Contract 011723-CNH
Exhibit C - Resolution

SONSRAY MACHINERY

Together WE MOVE MOUNTAINS
ARIZONA CALIFORNIA NEVEDA NEW MEXICO OREGON TEXAS WASHINGTON

CASE CONSTRUCTION

1475 Pioneer Way · El Cajon · CA · 92020 TEL: (619) 873-0123
www.SonsrayMachinery.com

Ship To:
1726 Wilson Avenue
National City CA 91950-5541
Invoice To: CITY OF NATIONAL CITY
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY CA 91950

Attention: Ruben Huerta

El Cajon
August 1, 2025
BP0014857

dmaiorano-0120
619-336-4580
Purchase Order:

Sales Person: Daman Maiorano

EQUIPMENT QUOTE/SALES ORDER

2025 2025 Case 570N EP Cab Tractor Loader Serial #: JJGN570NKRC795147 Stock #: N.I.S. $100,045.60

Sourcewell Contract Price: CNH Contract: 011723
List Price $129,461.00
GP Bucket Take Off -$2,821.00
New List Price $126,640.00

Sourcewell Discount: 21% ($26,594.40)
Net Sales Price $100,045.60

Included Options:
2 Door Cab w/ Heat and A/C
Cloth Mechanical Seat
Ride Control
Comfort Steering
3rd Spool Hydraulic
Three Point Hitch
Dual Tilt w/Holding Valve
Cold Start Dual Battery
12x16.5, LUG Tread Tires (2)
Rear Tires 19.5LX24, 10 PR STD
82" 4in1 Bucket, 1 cu. yd.
Box Scraper Gannon
LED Light Package

Machine Specifications:
Engine Model: FPT F5HFL463D
Gross Horsepower: 74 hp
Maximum Torque: 235 lb-ft (316 N·m)
Fuel Type: Diesel
Displacement: 207 in³
Emissions Tier: Tier 4 Final

NOTICE TO PURCHASER

spaces, even if otherwise advised.
You are entitled to an exact and completely filled
protect your legal rights.
Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

Travel Speeds: 1st: 3.8 mph (6.1 kph), 2nd: 6.1 mph (9.8 kph), 3rd: 12.8 mph (20.6 kph), 4th: 24.0 mph (38.6 kph)
Hydraulics: Pump Flow: 28.5 gpm
Operating Pressure: 3,000 psi
Operating Weight: 11,134 lbs
Fuel Capacity: 30.2 gallons
Hydraulic System Fluid Capacity: 28.5 gallons
Loader Bucket Capacity: 1.0 cu yd (heaped)
Loader Bucket Width: 86"
Loader Breakout Force: 7900 lbs
Loader Digging Depth: 9.6"
Lift Capacity to Full Height: 5280 lbs
Dump Clearance (Full Height): 8' 4"
Full Height Reach: 34.4"

*** MACHINE QUOTED IS SUBJECT TO AVAILABILITY ***
**** INTEREST RATE QUOTED IS BASED ON CURRENT RATES. INTEREST RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION ****
***Quote Expires 08/31/2025 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability
*** QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES ***
SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

82" 4in1 Bucket	$7,215.00
Factory Freight	$4,500.00
Final Customer Delivery Inspection	$2,500.00
****Specialty Premier Extended Warranty - 36 Months/ 3,000 Hours****	$1,334.00
Delivery Of Machine	$ 650.00
Load Fee	$ 500.00
Quoted Price	$116,744.60
Sales Tax 8.75%	$10,215.15
Processing Fee	$ 399.00
Cash Due or Finance Amount	$127,358.75

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.

3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.

4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.

5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.

6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.

7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.

8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.

10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.

11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America LLC**,** 700 State Street, Racine, WI 53404 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

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Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

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15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

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insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

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requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

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of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

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and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

[redacted]

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/4/2023 | 2:29 PM CDT

CNH Industrial America LLC

[redacted]

Amy Swett
Title: Government & Fleet Sales Account Manager–New Holland CE brand

Date: 4/4/2023 | 2:31 PM CDT

Approved:

By: [redacted]

Chad Coauette
Title: Executive Director/CEO

Date: 4/4/2023 | 2:39 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	CNH Industrial America LLC
Address:	700 State Street Racine, WI 53404
Contact:	Clint Jenkins
Email:	Clinton.jenkins@caseih.com
Phone:	937-218-1701
Fax:	877-764-1369
HST#:	760433811

Submission Details

Created On:	Wednesday November 16, 2022 13:07:37
Submitted On:	Tuesday January 17, 2023 12:55:10
Submitted By:	Amy Swett
Email:	amy.swett@newholland.com
Transaction #:	a0423bfd-2f16-47ee-b66d-446ac499cd78
Submitter's IP Address:	159.61.192.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CNH Industrial America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CNH America LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CNH Industrial America LLC does not have any assumed names or DBA.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	10988	*
5	Proposer Physical Address:	700 State Street Racine, Wisconsin 53402	*
6	Proposer website address (or addresses):	https://www.cnhindustrial.com https://www.casece.com https://construction.newholland.com www.newholland.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Simpson Government Affairs 6021 State Street Racine, WI 53142 262-631-0881 tony.simpson@cnhind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The origins of Case date to 1842, when Jerome Increase Case (born in 1819) created Racine Threshing Machine Works in Racine, Wisconsin. The company produced its first portable steam engine in 1876, which is now on display at the Smithsonian Institution. In 1957 Case made the 320 Construction King backhoe loader.Since 1969 Case has manufactured skid steers, starting in Burlington, Iowa and later moving production to Wichita. The company evolved into the Case Corporation, which merged with New Holland in 1999 to become CNH Global which in 2011 became CNH Industrial.	

2005: Case made its 500,000th backhoe loader and in 2010 made its 250,000th skid steer loader.

2016: Case released the new G-Series wheel loader lineup consisting of seven new models from 521G thru 1121G.

2017: In its 175th year in business, Case announced its facility in Wichita produced its 300,000th skid-steer loader.

2017: At Conexpo-Con/Agg 2017 Case released the CX750D excavator.

As of May 2017, Case “sells a full line of construction equipment around the world, including the number one loader/backhoes, excavators, motor graders, wheel loaders, vibratory compaction rollers, crawler dozers, skid steers, compact track loaders and rough-terrain forklifts.

New Holland Construction was founded in 1895 in New Holland, Pennsylvania; in 1966 New Holland’s first backhoe loader was introduced; in 2005 New Holland Construction Brand was created with a global full-line product offering of Skid steer loaders, compact track loaders, tractor loader backhoes, tractor loaders, wheel loaders and excavators. Since 1999, New Holland is a brand of CNH, which was demerged from Fiat Group to Fiat Industrial at the start of 2011.

2007 New Holland made 200,000 Skid Steer loaders and celebrated 35 years of designing and building its highly successful skid steer loader. They are the preferred choice of landscapers around the world and #1 in lift and carry compact machines.

2008 New Holland’s “green” engine. New Holland launched the E215B crawler excavator, which mounts a brand-new engine which dramatically reduces emissions well below the levels required by regulations.

New Holland equipment is built all around the world; the headquarters is in Turin, Italy and with ten plants and ten research and development centers spread globally, more than 800 dealers and 2,100 outlets. It is present in 100 countries worldwide.

New Holland produces thirteen product families, five in the heavy range and eight in the light range; products include dozers, mini excavators, graders, wheel loaders, crawler excavators, backhoe loaders, skid steer loaders.

Productivity, safety, and environmental responsibility are the cornerstones of New Holland’s offering built around our customers. We are a key player in the global construction equipment industry born of the rich heritage of brands that made the history of this sector.

In partnership with our worldwide network of dealers, we deliver products and services that meet our customers’ requirements for productivity, safety, environmental performance, and fuel and cost efficiency. We know our customers’ business and we provide them with a full line of innovative products and services designed for the specific applications of their industry.

CNH Industrial is committed to delivering the highest ethical standards and supporting its dealers and customers through a diverse and inclusive workforce, industry-leading technology, exceptional safety and quality, and unmatched innovation.

At CNH Industrial, we pride ourselves on delivering the best. That means strengthening our product portfolio with dedicated financing, tools and components and selecting the best partners to support us in delivering value to our customers.

We are proud of the work we do at CNH Industrial, where a focus on innovation has helped us to maintain our competitive edge and our position of global leadership.

In 2014 we have a new licensing agreement with Sumitomo Construction Machinery to manufacture Sumitomo designed crawler excavators from 13 to 35 tons. In 2016 we entered an exclusive mini-excavator alliance with Hyundai Heavy Industries.

The full integration of environmental and social considerations with economic objectives enables the Group to identify potential risks and seize additional development opportunities, resulting in a process of continuous, and sustainable, improvement that creates value over the long-term. We recognize the real importance of promoting a circular product life cycle in which resources are used fully and for as long as possible, and products and materials are recovered and regenerated at the end of their service life. For this reason, the Company offers a range of products able to run on fuels derived from renewable sources and is committed to adopting sustainability criteria from the design stage to develop more environmentally friendly products. To maximize product life, CNH Industrial also offers

its customers a range of remanufactured spare parts, in line with its circular economy approach. In manufacturing processes, emphasis is given to improvements that increase waste recovery and reuse.

Living and working in cooperation with the surrounding area, and collaborating on projects that benefit the community, contribute to enhancing the satisfaction of employees (who often live close to plants) and their sense of belonging to the Company, while bringing economic advantages to both the Company and the community. Projects are measured in three fundamental areas. These areas are: Improving food availability, combating climate change & reducing environmental impact and supporting youth training.

A key priority at CNH Industrial is to improve food availability. In the USA, CNH Industrial supports the FFA (formerly known as Future Farmers of America), an association active in farming education since 1928. In 2018, to further its commitment, the Company chartered its own FFA Alumni and Supporters Chapter1, through which employees can engage with students pursuing agriculture degrees and with members of other FFA Chapters nationwide. In 2021, the Company continued to be heavily involved with the FFA. Case IH, New Holland Agriculture, and CNH Industrial Capital continued their Silver Sponsorship of the National FFA Foundation, including its national convention with over 60,000 attendees. Furthermore, employees continued to engage with FFA students at professional development events, and again raised funds towards the purchase of approximately 70 FFA uniforms for students in need.

CNH Industrial also continued its We Care We Share outreach program, holding an educational event at the Thai Sa Kaeo College of Agriculture and Technology aimed at raising agricultural technology standards in the country while creating a new generation of agricultural experts.

In 2021, given the ongoing pandemic, CNH Industrial continued to support more vulnerable sections of society, including through food where needed. Located near the Company's sites in Racine (USA), the Hunger Task Force Farm yields over 226,000 kilos of fresh produce each harvest season to feed the hungry and create a reliable source of healthy food for its network of food banks. In 2017, the farm added a New Holland Agriculture tractor (donated by CNH Industrial Capital) to its operation. In 2021, the Company made a cash donation to the organization to purchase Thanksgiving turkeys for community members in need, while employees provided additional support by volunteering on the farm.

A key priority at CNH Industrial is to combat climate change, whose negative impact on ecosystems affects the quality of life for people in local communities and consumer choices. The Company has initiated several projects to tackle this global issue, which are also aligned with SDG 13 'Climate Action'. These projects are increasingly focusing on reducing the environmental impact of Company plants, including on local communities, and on helping protect the latter against the effects of climate change such as desertification, water scarcity, and the loss of biodiversity. Other initiatives are in place to promote responsible behavior to minimize environmental impact. Participation in the projects associated with this key priority allows CNH Industrial's brands to enhance their profile and increase their visibility among potential customers and strengthens Company employees' sense of belonging.

At CNH Industrial, a key priority is to engage local communities. To this end, and in line with stakeholders' expectations, the Company prioritizes initiatives that support local community development, especially youth training. In addition to the awards and scholarships given to employees' children, the Company works hard to promote young people's education by collaborating with private and public institutions and other stakeholders. Projects are also aligned with SDG 10 'Reduce inequality within and among countries', as they promote training in Emerging Markets with the aim of developing qualified potential recruits for the Company's sales and service networks.

TechPro2, a joint project with schools run by the Don Bosco Salesian Society, aims at training mechatronics specialists to meet a growing demand for skilled personnel, thus offering young people greater employment opportunities – especially within the Company's sales and service network. Training includes theory and hands-on learning at Salesian centers, followed by targeted internships in the field. The goal of TechPro2 is two-fold: on the one hand, to ensure students have a future vocation; on the other, to enhance the quality of specialized technical assistance for the brands' products while meeting the demand for qualified technicians at authorized dealers and workshops. The Company provides expertise by training the teachers, who pass on the knowledge to the classroom students. It also offers financial aid, tools, and essential parts (such as complementary vehicles, engines, drives, and diagnostic tools) for classroom training and practice.

CNH Industrial believes that operating in a socially responsible and ethical manner,

		and in compliance with the laws of the countries in which it operates, is crucial to its long-term success. The Company's Code of Conduct summarizes its policies on various compliance and ethics issues (such as conflicts of interest, corruption, competition, and health and safety). Such policies reflect, among other things, the Company's commitment to adopting fair employment practices, ensuring safety in the workplace, supporting, and fostering environmental awareness, and respecting the communities in which it operates, in compliance with applicable laws. The Company is also committed to the creation of long-term sustainable value for all its stakeholders and is firmly convinced that respect for fundamental human rights and for basic working conditions is a prerequisite to achieving this. The Board of Directors is responsible for creating a culture that fosters such long-term value creation – a task that requires compliance with all applicable laws. To this end, and to clarify and make explicit the Company's values and expectations, the Board has adopted both a Code of Conduct and a Supplier Code of Conduct. Our vast network of CNHi dealers will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need to get to receive the max. performance and efficiencies out of their products. The customers can also purchase OEM parts from our dealer network to support the members and to ensure their equipment obtains the max. amount of run time. Our financial services to the members include leasing options and extended warranties which are handled directly at the dealership. Members who are on a budget can rent or demo equipment from the dealership. The equipment will be a unit that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if the unit has over 250 hrs). The customer will receive the member list discount and demo/lease adjustment based on rent for sale program rates less any service or clean up fees dealer would have incurred.	
11	What are your company's expectations in the event of an award?	When CNH Industrial is awarded the Sourcewell contract, we expect to continue to achieve an overall sales growth of over 10%. Throughout the pandemic and component parts not reaching our plants in a timely manner, we still saw growth in our Sourcewell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard. We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcewell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. We are also going to target and engage with the government entities to get our Sourcewell contract adopted versus these entities having their own contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	CNH Industrial reported strong full year performance in 2021, its final year of operations as a combined Off- and On-Highway entity. We delivered consolidated revenues of $33.5 billion, up 29% from the previous year. Both our adjusted EBIT from our Industrial Activities at $2,086 million(1) and our full year Net Income at $1.8 billion (which translates to $1.28 in earnings per share) were the highest in our Company's history. Market driven volume and disciplined pricing were key drivers of our record earnings, alongside the team's successful execution, which they achieved while often managing very challenging supply chain and logistics issues. We also recorded another very strong year for positive free cash flow of Industrial Activities(1), at over $1.8 billion as our operational execution improved. For additional information see our Annual Financial Report 2021	*
13	What is your US market share for the solutions that you are proposing?	Model Year 2021 CNH Industrial market share 9.5% Case Construction 7.9% New Holland Construction 1.6%	*
14	What is your Canadian market share for the solutions that you are proposing?	Model Year 2021 CNH Industrial market share 12.6% Case Construction 12.1% New Holland Construction .5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1107 North American dealers. Our dealerships are independently owned and operated so they are positioned to provide sales and post support for our customers. Through the post-sale support our dealers offer parts and service. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This would include sales, service, parts, marketing, and operations. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CNH Industrial adopts the World Class Manufacturing (WCM) management system, a program for innovation based on continuous improvement, developed to eliminate all types of waste and loss through the rigorous application of specific methods and standards (see page 165). Given the customers' demand for ever-higher quality and the level of excellence required by the WCM, the focus is on the quality of every aspect of the manufacturing process, which has led plants to also adopt a quality management system compliant with ISO 9001. As of December 31, 2021, 57 CNH Industrial plants were ISO 9001 certified, collectively accounting for 98% of revenues from sales of products manufactured at the Company's plants1. To achieve its quality standards, CNH Industrial devised a robust supply chain management process (see page 151) to ensure the procurement of quality components, which are essential to produce vehicles that meet the high standards demanded by customers. CNH INDUSTRIAL completed an initiative, known as Technology Days, gives suppliers a chance to display their innovative products in terms of innovation, technology, and quality, while addressing specific topics and sharing information on recent technological developments. In 2021, the event was as always attended by CNH Industrial employees but held virtually. As of December 31, 2021, 220 supplier plants had adopted the World Class Manufacturing (WCM) program, with no increase compared to 2020 due to pandemic-related restrictions and strategy changes to the WCM supplier program itself. The WCM adoption process entails several activities that take place in two distinct yet equally important phases, and that are meant to provide suppliers with the necessary knowledge to apply the intrinsic concepts of Lean Production. Firstly, various training sessions led by CNH Industrial's WCM program specialists are delivered to suppliers. Secondly, supplier WCM teams are given the opportunity to visit selected CNH Industrial plants to learn about the Company's best practices. Safety is a priority across the Company, as evidenced by the compliance of management systems with the ISO 45001 international standard, as well as with the continuous improvement principles of World Class Manufacturing (WCM) and its specific Safety pillar (see page 165). CNH Industrial's approach to occupational health and safety is based on effective preventive and protective measures, implemented both collectively and individually, aimed at minimizing risk of injury in the workplace. The Company endeavors to ensure optimal working conditions, applying principles of industrial hygiene and ergonomics to managing processes at an organizational and operational level. Additionally, it adopts the highest standards in the countries in which it operates, even where regulatory requirements are less stringent, believing this to be the best way to achieve excellence. In addition, the central Environment, Health, and Safety (EHS) function (which serves as a reference point for sustainability) coordinates and manages health and safety issues as per CNH Industrial's Health and Safety Policy. It periodically verifies performance against targets, proposes new initiatives, and defines health and safety policies. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees. In 2021, the Company completed its transition to the new ISO 45001:2018 Occupational Health and Safety Management standard, which supersedes the OHSAS 18001:2007 standard. Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388 *

		contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest. World Class Manufacturing (WCM) data (see page 165) relates to 51 plants, representing 99% of revenues from sales of products manufactured at CNH Industrial plants4. Occupational health and safety data (see page 82) relates to 66,129 employees, or about 98% of the workforce within the reporting scope. There are 58 ISO 45001 certified plants, accounting for 95% of Company plants and representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants4. Information on environmental performance (including VOC5, water, and waste) and management systems (see pages 167; 170) relates to 54 fully consolidated plants, accounting for 89% of Company plants and representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants4. There are 58 ISO 14001 certified plants, accounting for 95% of Company plants, representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,682 employees (or about 97% of the workforce at the plants within the reporting scope4). Information on energy performance (including CO2, NOX, SOX, and dust emissions) and management systems (see pages 171; 179; 181) relates to 55 fully consolidated plants, accounting for 90% of Company plants and representing 99.7% of revenues from sales of products manufactured at CNH Industrial plants4. There are 54 ISO 50001 certified plants, accounting for 89% of Company plants, representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,146 employees (or about 95.5% of the workforce at the plants within the reporting scope4). Moreover, there are 57 ISO 9001 certified plants, accounting for 93% of Company plants, representing 98% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,256 employees (or about 96% of the workforce at the plants within the reporting scope4). CNH Industrial also holds its suppliers to a high standard in human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information.	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CNH Industrial has not been Suspended or debarred	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CNH Industrial (NYSE: CNH INDUSTRIAL / MI: CNH INDUSTRIAL) received a 2022 Manufacturing Leadership Award for outstanding achievement in the Sustainability Leadership category, which honors manufacturers that are shaping the future of the sector through digital transformation. This is the third consecutive year that the Company has earned recognition from the Manufacturing Leadership Council, which is a division of the National Association of Manufacturers. CNH Industrial's award-winning project, Smart Pretreatment for the Paint Shop, was executed by the manufacturing team at the Case IH and STEYR agricultural production plant in St. Valentin, Austria. The project enhanced operator safety while ensuring optimum paint quality and sustainable use of additives. The T6 Methane Power also won the prestigious Sustainable Tractor of the Year 2022 award at the EIMA International4 trade show held in Bologna (Italy), assigned by a jury panel of top European journalists specializing in farm equipment. Other awards include Innovative Iron for our DL550 Compact Dozer loader in 2022, Top 100 in 2022 for DL550 Compact Dozer loader, TV620B CTL, E. Series Excavators. Top 50 award in 2022 for TV620B CTL. This is just to name a few. Please see entire list in attached documents.	*

20	What percentage of your sales are to the governmental sector in the past three years	Case Construction - 2021 –14% 2020 –15% 2019 –20% New Holland Construction - 2021 – 9% 2020 – 10% 2019 – 20%	*
21	What percentage of your sales are to the education sector in the past three years	CNH Industrial Construction brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government below.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Holland Construction (CE) Contract Sales Sourcewell CE Contract 2019 $2,906,112 2020 $2,125,345 2021 $3,851,787 Michigan CE contract no sales from 2019-2021 Pennsylvania CE 2019 <$200,000 2020 <$300,000 2021 < $400,000 Ohio CE 2019 $158,736 2020 $206,926 2021 $98,665 Iowa CE 2019 $59,043 2020 $104,200 2021 <$100,000 State of Louisiana 2019 $330,000 2020 $0 2021 <$100,000 State of Georgia 2019 $0 2020 $170,000 2021 <$100,000 NASPO 2019 $303,000 2020 $150,000	*

		2021 $351,000 BuyBoard 2019 $938,000 2020 $547,000 2021 $331,000 HGAC – No Activity Case Construction Contract Sales Sourcewell Case Construction contract 2019 $24,000,000 2020 $18,000,000 2021 $11,000,000 State of Michigan Case CE 2020 $ 176,027 2021 $ $82,070 2022 $ $321,663 NASPO Case Construction Contract 2019 $1,200,000 2020 $1,600,000 2021 $2,240,000	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CNH Industrial Construction brands do not hold any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *	
Erie Water Works	Ann Whipple	814-870-8016	*
State Procurement Standards Analyst, OH	Stephanie Klingler	614-387-1130	*
Central Procurement-Enterprise Sourcing – MI	Yvon Dufour	517-249-0455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
na	Government	Indiana - IN	Mowing	YR QTY 2019 1 2020 21 2021 11	2019 $ 112,418 2020 $3,064,492 2021 $2,083,958	*
na	Government	New York - NY	Mowing	YR QTY 2019 25 2020 28 2021 0	2019 $4,405,899 2020 $5,039,273 2021 $ 0	*
na	Government	BC - British Columbia	Mowing/snow removal	YR QTY 2019 10 2020 6 2021 6	2019 $1,510,557 2020 $ 951,797 2021 $1,353,325	*
na	Non-Profit	ON - Ontario	Mowing/snow removal	YR QTY 2019 16 2020 0 2021 1	2019 $3,647,150 2020 $ 0 2021 $ 137,142	*
na	Government	South Carolina - SC	Mowing	YR QTY 2019 19 2020 8 2021 6	2019 $2,391,487 2020 $1,064,046 2021 $ 771,893	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	CNH Industrial field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The New Holland Construction Field Sales team is comprised of 5 Region Sales Directors, 44 Territory Business Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 8 Regional Product Specialists and 40 Technical and Specialty Field Managers. Case Construction is made up of 3 Regional Sales Directors, 21 Field Sales Specialist, 10 Business Managers, 6 Sale Support Managers, and 2 Product & Application Training Specialist. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.	*

27	Dealer network or other distribution methods.	Case Construction and New Holland Construction has a dedicated dealer network strategically located across North America, and we are continually looking to see where new locations can be opened. Our dealer locations are fully trained and dedicated to sell and support Case Construction and New Holland Construction products covered in this RFP. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards and non-profit organizations such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage New Holland construction dealers from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently. Our company supports our dealer network with professional Field Service Managers. Each dealership is staffed with parts and service personnel trained to support the products in their area of responsibility. Our company supports the entire United States, along with Hawaii, Alaska, and Canada. Our dealer service personnel are factory trained as well as have access to “Assist,” a technical database that helps technicians quickly diagnosis failures through CNH Industrial technical advisors and fellow dealers. We have further support by the Customer Care contact phone numbers: New Holland Construction 1-888-365-6423 and Case Construction 1-866-542-2736.	*
28	Service force.	Our Field service force is comprised of employees as well as third party employees of our dealer network that covers the US and Canada. All employees must meet annual service training requirements provided on-site by our company, including our service school and online technical training program. Our Field Service force are fully focused on the service of CNH Industrial through our Dealer Networks to the end user. Each one of our independent dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support they need so they are a well- rounded team when it comes to the members.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CNH Industrial ordering process with be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eQuipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eQuipment to see when the product will be scheduled and when it will be shipping.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service begins with our dedicated dealer network. Each one of our dealerships is fully trained and supported by CNH Industrial so they are committed to immediately addressing all customer needs. Each one of our brand dealerships is supported by the Corporate Customer Service team, “Assist” and factory training. CNH Industrial interacts with and assists its customers to give them an experience that meets their expectations. The Company’s Customer Care departments specialize in developing, managing, and promoting customer service solutions, fostering long-lasting relationships, and satisfying customer needs and expectations. Customers may request information or report an issue via the brands’ websites, toll-free numbers, smartphone applications, or via email – 24 hours a day, 7 days a week. Customer Care staff manage the entire process, from initial customer contact to final feedback to the customer, ensuring resolutions in the timeliest manner. New Holland Construction’s incentive program is the Dealer Standards Program. CASE Construction Equipment’s incentive program is the Partnership Program. These programs are designed to assess dealers and reward best-in-class performance across a wide range of operational and performance criteria. Case Construction provides the Tomahawk Customer Center which has been serving its customers for more than 60 years. Sitting on more than 500 acres in Wisconsin’s Northwoods, the CASE Tomahawk Customer Center is a premier year-round demonstration facility and business retreat. Enjoy a fully interactive experience with personalized training, state-of-the-art product demonstrations, hands-on equipment operation, and a healthy dose of our trademark hospitality. Like our company and our dealers, our Tomahawk staff is here to provide you with expert guidance and education to help you make informed operating and maintenance decisions	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CNH Industrial has been selling and servicing members in the United States through our Sourcewell contract for 12 years. We offer a full array of Construction products and services through our network of local dealers.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract for 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Construction products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcewell and Canoe Procurement Group and GST, we are expanding our marketing and training efforts and dealer presence throughout Canada. There is a scheduled webinar with Canoe Procurement Group in March 2023.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will be serving all locations of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will be serving all Sourcewell and CANOE Procurement Group of Canada members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation method will be used for offshore transactions, Alaska, and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will promote Sourcewell to our sales team and government dealers of over 1,000 to our customers. Our sales teams will attend regional training, webinars or in-person training. They will then help to promote and work through a potential sale through the Sourcewell contract with the local dealership. Our dealers will be trained by CNH Industrial government sales manager or their territory business manager. On-insight training, webinars or phone calls can be completed for training. We also have a partnership with Government Solutions Team for New Holland Construction that will also conduct webinars and on-sight training. We want our dealers to have a vast amount of support and success while being trained on the contract. All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcewell and Canoe Procurement Group to provide marketing materials to the dealers. This material is also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. New Holland Construction is also in the process of updating the Buyer's Guide that promotes our products to our government customers. We list our cooperative contracts at the back of the guide. This guide will be distributed to our dealers which in turn will provide to their customers. I have provided a picture of the back page for reference.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CNH Industrial incorporates several uses of technology, digital data, social media, and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has a dedicated website for our products and services. New Holland's website allows prospects to build equipment to their specifications, locate dealers and have direct contact information to each government representative. Case Construction website allows prospective customers to locate dealers. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers, and the community. By doing this, it keeps our brands at the top of our prospects' minds. We also utilize data from the Association of Equipment Manufactures (AEM) on governmental and non-profit sales. The data shows sales activities and high-density sales areas. This also allows us to understand our effectiveness in the marketplace compared to our competitors. We also have a governmental bid service. By investing in this service it allows for an advantage over our competitors and directs opportunities to the Sourcewell contract. This also allows us to see the future requirements of a member so our dealers can reach out and build a relationship with them and offer the Sourcewell as a solution to their bid process. We also conduct training and post videos online to reach a maximum audience and to keep our teams "in the know" as soon as possible. We want to get the information out quickly, so our members have the most current information. New Holland Construction government sales managers along with GST work with our teams daily through these trainings, videos, and emails to help them understand their market and the opportunities that exist.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect Sourcewell to promote the contract through social media, digital media, shows and events. Also, to allow members to easily locate our contracts on the landing page on Sourcewell's website and keep the member's list current. Communicating how the contracts are adopted and by whom is another significant role Sourcewell can provide. The H20 conference is an excellent tool where vendors can come together and share lessons learned, wins and best practices. When members contact Sourcewell, we expect them to directly thank them, answer any questions they have, and provide our contract information to the members. We would like our contract manager to follow up with an email or call to us on who called and their contact information and what was needed. This will allow us to continue the sales process by reaching out to them and showing them, we have a team with Sourcewell and CNH Industrial. We will continue to train our Territory Business Managers and dealers at our sectional and regional CNH dealer and sales meetings on this contract. We will continue to educate our dealers through webinars, phone calls and in-person training. When the contract is awarded, we will be sending out a letter with the new matrix to our dealers letting them know of the newly awarded contract. New Holland Construction will also be utilizing the GST team to train our members on the contract. They have a novel approach on touch points with the dealers during training. Our dealers are notified in several diverse ways through mail, email, and phone calls which then leads up to training. The focus does not stop after the training. GST continues to contact them after that process, so we do not lose touch with them. GST provides our dealers with a listing of Sourcewell members located in their area. This contract is particularly important to each one of our brands and is highly expressed to our CNH Industrial employees and dealers. Therefore, we have continued to grow the contract even through the Covid period. We plan to stay the course and continue with our message to our employees and dealers which is, "you should not have to bid for low dollars or a product you do not want, use Sourcewell and get what you deserve."	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not now. Our contract is awarded through our dealer level, and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to produce a process for e-procurement, whether this be through and EDI system or finding a company that has already created a process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We hold product training and customer experience events throughout the year. Any dealer current customer or potential customer can attend these events. At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealership.	*

41	Describe any technological advances that your proposed products or services offer.	New Holland Construction has announced the E15X first electric vehicle which has no air or sound pollution. New Holland Construction included an 8” LCD Multifunction Display in the 300 Series Skid Steer Loader and Compact Track Loader products. This brings the operator input and functionality to another level over what we had in the past. Particularly, the addition of a factory fit reverse camera, and improved EZ EH control adjustability. Meet the CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Construction Universal Machine Control allows you to use the precision construction technology you prefer*. It’s compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude and intelligence to stake a claim as the industry’s most versatile and powerful compact machine. Minotaur demonstrates CASE Construction's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. THE INDUSTRY'S FIRST FULLY ELECTRIC BACKHOE LOADER — THE CASE 580 EV The CASE 580 EV (electric vehicle) delivers backhoe power and performance equivalent to its diesel counterpart while also providing instant torque, lower jobsite noise, lower daily and lifetime operating costs, reduced maintenance demands and absolutely zero emissions. This will be anticipated to launch in 2024. The CASE 580 EV Delivers Ultimate Power and Sustainability - Zero Emissions: Lower your carbon footprint and achieve incentives/greater consideration for new projects with electrified additions to your fleet. - All the Performance: The battery separately powers the drivetrain and hydraulic motors, resulting in hydraulic breakout forces equal to diesel-powered machines and improved performance during simultaneous loader and drivetrain operation. - Long-Lasting Power: The machine's lithium-ion battery provides enough power for the typical 8-hour workday. - Lower Operating Costs: Save as much as 90 percent in annual vehicle, fuel, and maintenance costs. - Classic CASE Performance: The 580 EV retains the precision and efficiency of diesel-powered CASE backhoes with features such as ProControl, which allows for extremely precise boom movement and placement, as well as Comfort Steer, which significantly improves steering while working in tight quarters or in truck loading operations. The CASE CX15 EV (Electric Vehicle) is a 2,900-pound mini excavator powered by a 16-kW electric motor — it features retractable tracks that get machine width down to about 31 inches for going through doors and working in confined spaces. It can also work close to structures and obstacles with a minimum swing radius design. The 21.5 kWh lithium-ion battery is charged either by the 110V/220V on-board charger, or via an external rapid charger that can have the machine charged extremely fast, typically within 90 minutes. Depending on the type of work, unit will provide enough power to work through a full eight-hour workday.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In compliance with its Environmental Policy, CNH Industrial is committed to minimizing the environmental impact of its ICT activities by using energy-efficient products and solutions. Indeed, the Company implemented the Green ICT plan precisely to reduce energy consumption and CO2 emissions. In 2021, approximately 8,200 personal computers and 1,083 technical workstations were replaced with new equipment featuring more efficient power supply units, optimizing the consumption of electricity drawn from the grid. The Company also replaced around 1,100 computer monitors with new units that comply with environmental requirements regarding product energy consumption and efficiency, the use of hazardous substances, recyclability, packaging materials, and low-impact manufacturing methods. Within the scope of Brands4Sustainability3, CNH Industrial supported a project called Capri Circolare - A Sustainable Tourism Model, an in-depth analysis of potential areas of intervention to position the island of Capri at the forefront of environmental sustainability. The goal is to turn Capri into a green destination by developing a model that promotes a circular economy and the implementation of good practices to protect the local region, resources, and biodiversity. In Córdoba (Argentina), IVECO created an Ecological Island where carpenters use recycled materials to make parts that are then used in various plant production and logistics processes. In broad terms, the company applied the 5Rs of waste management (refuse, reduce, reuse, recycle, recover) to enable the reuse of approximately 4,800 kilos of reclaimed wood and around 3,600 kilos of corrugated plastic per year. The Company also contributed to creating policies in support of alternative fuels – and a circular economy – in the agriculture sector, particularly promoting the use of biomethane and Agriculture 4.0 programs through specific initiatives in many countries. As a long-	

standing member of the European Automobile Manufacturers' Association (ACEA), while also holding a seat on its board, the Company has actively contributed to the debate on EU (European Union) policies to lower CO2 emissions and achieve net-zero emissions in the future. Moreover, with a seat on the association's Commercial Vehicles Board, IVECO actively contributed to the discussions on how manufacturers can help achieve the EU's 2050 Greenhouse Gas Emissions (GHG) goal, highlighting the role that both liquid and gas renewable fuels can play in the transition towards net-zero CO2 emissions in transport. As regards light-duty vehicles, IVECO is actively involved in the ongoing discussions and advocacy activities regarding the revision of the post-2020 CO2 emission standard for cars and vans.

CNH Industrial is also a member of the Committee for European Construction Equipment (CECE) and of the European Agricultural Machinery Association (CEMA), trade associations for construction equipment and agricultural machinery manufacturers, respectively. Throughout 2021, the Company collaborated with the associations' committees and project teams to bring forward EU legislation on the safety and environmental aspects of off-road machinery. Following the European Green Deal plan presented by the European Commission, CNH Industrial contributed to further discussions within CECE's and CEMA's High-Level Groups on CO2 concerning ways to reduce GHG emissions and decarbonize both the agriculture and construction sectors in Europe.

CNH Industrial is also a board member of the European Association of Internal Combustion Engine Manufacturers (EUROMOT). In 2021, particularly through its brand FPT Industrial, the Company contributed to the association's activities centered on Non-Road Mobile Machinery (NRMM) exhaust emissions, proposing the creation of a new working group within the association focused on alternative powertrains and advanced energy resources. The aim was to further promote alternative and more sustainable powertrain solutions within non-road sectors as well (such as marine applications or mobile equipment) considering the EU's most recent sustainability and climate goals. The Company holds a seat on the board of the Natural & biogas Vehicle Association (NGVA Europe), which advocates and fosters the use of natural gas and biomethane for transport in Europe. In 2021, in collaboration with several other national associations for natural gas, IVECO and FPT Industrial promoted debate in Europe on natural gas strategy (considering the EU's targets for 2030 and beyond) and its advancement in Europe, in line with EU legislation on the development of natural gas infrastructures. *

CNH Industrial is member of the board of Hydrogen Europe, representing the hydrogen and fuel cell industry, national associations, and research centers in Europe, and of the Hydrogen Council, a global initiative among leading energy, transport, and industry enterprises that focuses on the contribution and potential of hydrogen in the transport sector while contributing to policymaking and the ongoing debate, working towards the future commercialization of fuel cell vehicles. In this regard, the Company also participates in the European Clean Hydrogen Alliance, an initiative by the European Commission and Hydrogen Europe that brings investors together with governmental, institutional, and industrial partners, aimed at steering and coordinating the ambitious plan to deploy hydrogen technologies by 2030, and at rapidly upscaling clean hydrogen production and use in Europe.

New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector in taking on the double challenge of producing sufficient quality food and safeguarding biodiversity.

The importance of sustainable planning to the Company lies not only in time and cost efficiencies, but also in emissions reduction, resource use, packaging management, and, not least, in their indirect impact on human health and traffic congestion. To coordinate its efforts effectively towards improvements in this area, CNH Industrial published its Green Logistics Principles, available on the Company's website; intended to coordinate the Company's initiatives on promoting sustainable behaviors, they help both corporate functions and suppliers effectively monitor their performance and meet improvement targets.

In North America, the Agriculture and Construction segments continued to engage their logistics partners in the SmartWay transport program. Launched in 2003, the program is sponsored by the Environmental Protection Agency (EPA) to improve efficiency, reduce greenhouse gas, and air pollutant emissions along the transport chain. SmartWay provides its partners with a set of EPA-tested tools that help make informed transportation choices, measure, and report CO2 emissions, and improve supply chain efficiency and environmental performance.

More information can be found on our 2021 Sustainability Report

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several CNH Industrial plants continued to implement initiatives to reduce packaging waste, according to the 5 Rs11 of waste management (in particular, the Reuse principle). Improvement measures involved several plants, including New Holland (USA), Annonay (France), Zedelgem (Belgium), Córdoba (Argentina), and Curitiba, Piracicaba, and Sorocaba (Brazil), reducing overall packaging waste by more than 1,000 tons and saving approximately $650,000. As per existing guidelines on packaging-waste compactors, aimed at mitigating the environmental impact and management costs associated with waste, CNH Industrial plants continued to reduce the volume of stored waste, thus requiring less frequent collection and disposal services by third-party providers. For example, the plant in Rorthais (France) installed a cardboard compactor, saving over $9,200. New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector to take on the double challenge of producing sufficient quality food and safeguarding biodiversity. See all the green initiatives stated on #43. We continue to support conservation efforts with third parties.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises. Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website www.monroetractor.com Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. We recognize today as a global leader in powerful, reliable, and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have numerous models in several product lines which speak to understanding member needs and proving them with the correct solution. This is accomplished by our strong dealer network and our field teams working together to help our members define their needs. Our dealers are measured on technical, financial and sales performance levels and maintain certifications to back up these performance levels. Our focus is to align with what our members' needs are while controlling costs. We also have our unique demo/rental program available to members under this proposal. A member can use the product in advance and receive additional discounts if they choose to purchase the equipment. This allows the member to make sure they are getting the right product for the job. New Holland Construction partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our team in the field with getting the Sourcewell contract utilized and talked about. Their ability to speak to the members as a third party has been of great value in successfully helping members understand how to utilize the contract.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	New Holland Construction and Case Construction covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands. For Case Construction this is defined in the Dealer Operating guide.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Both New Holland Construction and Case Construction have items that are not covered such as: • Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification. • Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids. • Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc. • Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories. For other items please see the Warranty and Limitation of Liability agreements for both brands.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case Construction does reimburse on some Heavy Construction products.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Both New Holland Construction and Case Construction dealer network provide technicians for repair and the network covers the entire of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover certain items made by other manufacturers. Certain items are covered by some OEM's such as engines manufactured by Deutz, Kubota, Yanmar, etc. We do not cover warranty for items made by other manufacturers. Coverage detail is provide in the Warranty and Limitation of Liability agreement form which the customer signs at the time of delivery.	*
51	What are your proposed exchange and return programs and policies?	CNH Industrial's responsibilities include, but are not limited to: - Deliver a unit that is free of defects in material and workmanship - Reimburse for costs for repairs that are the result of defects in material and workmanship - Provide warranty payment to dealers per policy in a timely manner - Provide service information to dealers via the Technical Help Desk - Identify product deficiencies and corrective action by Product Improvement Programs - Make determinations of premature wear - Provide operators manuals If for some reason defects/failures arise, CNH Industrial will take corrective action under the warranty policy. Returns/Exchanges are not allowed.	*
52	Describe any service contract options for the items included in your proposal.	We do provide services under ProCare Program for Heavy Construction equipment; where a customer receives Extended Warranty coverage, and it includes planned maintenance for 3 years & SiteWatch subscriptions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30, after receipt of invoice. Acceptable payment methods would be at the local dealer's discretion, but most would accept cash, ACH, Check and P-Card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CNH Industrial will administer a matrix that will be published on our Dealer Portal and/or sent to our dealers notifying them of the contract period, products awarded, and discounts off list price so they can quote equipment to members. The sample matrix will be uploaded for your reference. We provide the dealers with a matrix which provides the Sourcewell member with the product, discount off list and pricing available to them.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Acceptance would be at the local dealer's discretion.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering discounts off the product category. The total purchase price will include a discount off the list with freight, setup, surcharge, and any other extra costs associated with the final sale on separate line items. CNH Industrial Discounts off List price: Skid Steer Loaders 35% Compact Track Loaders 32% New Holland Tractor Loader Backhoe 35% Case CE Tractor Loader Backhoe 37% Tractor Loader 32% Compact Wheel Loader 32% Crawler Excavator 32% Rough Terrain Forklifts 32% Compact Dozer Loader 32% Crawler Dozer 37% Heavy Wheel Loader 37% Heavy Excavator 32% Motor Grader 32% Compaction 32%	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNH Industrial discounts are off list price ranging from 32% to 37%.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer any additional discounts currently. Our local dealers are authorized at their discretion to provide additional discounts.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The proposed pricing for sourced equipment or services will be "open market." CNH Industrial will provide a quote for each request. Dealers may provide additional discounts at their discretion on the unit in question.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional cost that maybe associated with each transaction that dealers may include: -Set-up/pre delivery inspection -Surcharges if applicable -additional manuals -freight -training	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, both from manufacturing facilities, distribution points, or transfers from other dealers' inventory will be added as a separate line item. This cost is FOB, but CNH Industrial often subsidizes it to remain competitive in the marketplace.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expenses calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do offer the option for equipment to be coded "will call." This allows the customer to pick up the equipment from the manufacturing/distribution points. This can lower the cost of the transaction.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the buyer.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Market Share is important to our business. Each month we run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from the percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow this matrix in the percentage of government sales to increase Sourcewell sales. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars. This will show us if we are on target for growth vs that of last year's quarter.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Holland Construction Equipment: MEET YOUR CHALLENGES HEAD-ON New Holland's ongoing commitment to making the most dependable and innovative construction equipment brings you the 300 Series skid steer loaders. They provide enhanced productivity, comfort and ease, while still delivering outstanding lift and breakout force and rock-solid stability. Customize your machine for your specific demands with a wide array of versatile attachments and options. The patented Super Boom® vertical lift linkage delivers maximum reach at maximum height to allow you to place loads precisely in the center of high-sided truck boxes or hoppers. New Holland Tier 4 Final engines deliver powerful performance, use less fuel and are easy to maintain to decrease your operating costs. The reliable hydraulic system delivers fast cycle times. In-line hydraulic pumps produce less noise and provide extra-smooth operation. Add the optional high-flow hydraulics to run attachments hour after hour. The 300 Series dual-range transmission provides travel speeds of more than 11 mph to save time on and between job sites. It is standard on the L320, L321, L328, and L334. New Holland's long wheelbase gives you stability and smooth riding comfort. A new available creep mode (EH models only) gives you greater control for slow-speed operations like trenching. New Holland's 300 Series loaders make your workday more productive and comfortable with a compact track loader from New Holland. These 60 to 114 gross HP loaders are tough models that deliver incomparable performance and craftsmanship. Whether you are a farmer, contractor, or landscaper, the 300 Series loaders are built to support you and your operation. They hold fast to steep slopes and move easily through muddy or sandy terrain to complete jobs quickly and efficiently. New Holland's D Series loader backhoes represent a huge step forward in operator comfort and productivity while delivering Tier 4 Final emission compliance without compromise. A new cab design featuring 10% more space, new rear side windows, vastly improved clearance when turning the seat for backhoe operation, and hugely improved in-cab storage capacity guarantees an enhanced operator experience and increased operator productivity. Many customers need a loader that offers the versatility to do a lot more than just move bulk material, including grading and leveling as well as grabbing heavy items like tree trunks and concrete pillars. They also need a tractor unit offering the traction and power to push materials into place or out of the way. With a 4-in-1 bucket, a D Series loader backhoe delivers exceptional performance with just a single attachment. Choose a 6-in-1 bucket and you have the option to flip down adjustable pallet forks for handling palletized loads without a dedicated vehicle. The backhoe can be equipped with a wide choice of buckets to match excavation, water-course clearance, trenching and other demands. You can also fit post hole diggers, hydraulically extendable dipper and countless other tools. The long, nearly 23-ft. reach of both the standard and telescopic dipper allows digging depth comparable to many conventional dedicated excavators. Add the new updated cab featuring a new heated seat and up to ten LED lights and exterior side lights on the cab roof, and there are no performance compromises with a New Holland D Series loader backhoe. CLASS-LEADING POWER AT BUCKET AND HITCH The U80D tractor loader from New Holland delivers 74 gross horsepower of clean power with its Tier 4 Final certified engine. You get responsive power at both bucket and hitch, so the U80D pays its way by loading, stacking, scraping and leveling. Add the Glide Ride option, and the boom cylinders become the equivalent of giant shock absorbers to stabilize the load while traveling. The curved-arm loader linkage provided on the U80D tractor loader provides hydraulic bucket leveling for less spillback, as well as excellent reach at maximum dump height for truck loading. The unique reverse-mounted loader arm cylinders give you maximum bucket breakout force and superior dump speed on the bucket. Rugged Class II three-point hitch with controllable down pressure provides excellent scraping and leveling performance. The synchromesh transmission with power shuttle gives you smooth control and easy forward-reverse shuttling. New Holland compact wheel loaders do more than load. With dependable engine and hydraulic power and a choice of buckets and attachments, you can easily scrape, grade, haul and more. Z-Bar linkage design provides maximum breakout force, digging and lifting power for high-production load-and-carry applications. For applications where self-leveling is needed, like forklift work, consider the W50C TC Tool Carrier model. A stable compact design allows you to work and maneuver easily in restricted spaces. A lower machine height and lower center of gravity increases the stability of New Holland compact wheel loaders so you can lift and move larger loads, travel smoothly and quickly, and operate with more confidence.

You can work next to buildings, foundations, and roads with greater confidence in a New Holland Construction C Series compact excavators. They combine power, performance, and versatility to make the very most of every minute of your day. C Series excavators deliver big digging and grading performance with SAE bucket breakout forces up to 8,490 lbf and dig depth up to 12.5 feet. Their compact design and zero/short tail swing mean you can dig, fill, and grade in the most confined, congested areas. You can offset the excavator boom left or right within the operating range to match the situation. The C Series also offers more ground clearance and excellent dozer blade lift height for maneuvering and working in tough conditions. With seven models from 1.7 to 6 tons, there is nothing small about the performance of New Holland compact excavators. All models offer an increase in horsepower compared to previous models, powered by quiet, fuel-efficient Tier 4 Final engines up to 66.9 horsepower. Ease and comfort equate with operator productivity, so the wide C Series cab is designed for spaciousness, all-around visibility, comfortable seating, and smooth control. New Holland's Auto Shift traveling system automatically downshifts when load increases to enhance travel torque on slopes and in difficult conditions, then shifts back up to secure a faster travel speed after the load decreases. The Auto Idle system activates when you are not using the operating levers to improve fuel efficiency.

Case Construction Equipment:
The CASE B Series skid steers build on more than 50 years of engineering and field experience to provide the most intuitive operator experience and comfortable working environment ever built into a CASE skid steer — including an eight-inch LCD multi-function display and simple electro-hydraulic controls. The design simplifies operation and puts more power and control into the hands of the operator. Match that with productivity-enhancing horsepower and torque, powerful auxiliary hydraulics, and industry-leading visibility — and CASE B Series skid steers allow you to get more done every day.

The CASE skid steer lineup features the sizes, lift patterns, power, and emissions solutions to match any application. Five radial-lift and three vertical-lift skid steers across numerous horsepower and size classes ensure that you will find the right solution for your operation. CASE B Series skid steers also provide operators with the most feature-rich operator experience ever found in a CASE skid steer, including electro-hydraulic controls, "Creep Speed" functionality, an automotive-style information display with improved fault codes and troubleshooting, as well as Economy Modes with engine protection. The eight-inch LCD multi-function display serves as the command center for the machine and includes the industry's only backup camera visible in a split screen display with machine data.

The CASE B Series compact track loaders offer a completely re-imagined operator interface and environment to simplify operation and put more power and control into the hands of the operator — including an 8-inch LCD multi-function display and simple electro-hydraulic controls. Match that with industry-leading visibility, productivity-enhancing horsepower and torque, extreme attachment versatility, and lift geometries and size classes to meet every demand — and CASE B Series compact track loaders have the strength and performance to handle your toughest jobs. Jobsite productivity and awareness are driven by industry-leading visibility — further improved with the backup camera and a cab-wide rearview mirror. Operators have the industry's best perspective of the job through large front and side windows, a low entry threshold for greater visibility down to the bucket, a low sloping rear hood and 360-degree lighting. *

CASE backhoe loaders – extra power when you want it, precise control where you need it and a sophisticated-yet-simple machine that needs less from you to get more done, more quickly. When your backhoe legacy dates to the world's first fully integrated production backhoe loader, you know they are expected to do everything. So, you engineer them to be stronger and more responsive, roading, loading, or digging. That is the Tier 4 Final N Series backhoe. Give your backhoe a shot in the arm. At the push of a button, Power Boost provides a temporary surge of power – up to 8% more breakout – without decreasing RPMs (Revolutions Per Minute) so you can quickly muscle through obstacles and tough or frozen ground. (Not available on 580N EP or 580N backhoes).

The CASE 570N EP tractor loader combines unbeatable lifting strength, ground speeds as fast as 24mph, and user-friendly features to provide contractors with a skip loader that is impressively cost effective, and incredibly easy to own and operate. It is available with a rear 540-RPM PTO (Power Take Off) or 3-point hitch, as well as a hydraulic front quick coupler for optimal versatility. The CASE 570N EP tractor loader has a full height lifting capacity of 6,503 LB., giving you more than three tons of lifting strength to move, load and stock more piles, palettes, and material. Loader arms have heavy-duty in-line parallel linkage with a solid thru-pin design, dual bucket cylinders and a standard material retention feature to evenly transfer bucket stress up and through full dump. It all works together to provide faster cycles with less spillage.

The enhanced CASE G Series wheel loaders simplify operation through a touchscreen display and give operators even greater control with adjustable electro-hydraulic controls, optimized power modes and programmable configurable buttons near the joystick. These buttons put your most common settings and functions mere inches away from the joystick, further simplifying operation. All while delivering — and improving — the power, productivity, and efficiency you already expect from CASE G Series wheel loaders. Extreme fuel efficiency, lower engine operating temperatures and a no DPF/no regen emissions solution are matched with features designed to shorten cycle times, increase uptime, and make you even more efficient. An optional, factory-integrated payload system drives greater accuracy and loading efficiency in operations from quarries and job sites to feedlots and supply yards — and makes the investment/deployment in a payload system entirely turnkey (no separate financing/installation/etc.).

C Series motor graders expand the CASE lineup with well-equipped models ideally suited for small-to-mid-size grading operations for municipalities, road maintenance and general construction. Their SCR-only Tier 4 Final engine solution delivers fuel-saving performance with minimal cost or maintenance from the operator and with the product assurance of ProCare, ownership and upkeep has never been easier. Models come standard with the productivity-boosting features operators want and are available as standard drive or AWD, and as machine control-ready for integrating into precision fleets. C Series graders deliver smooth, automatic shifting thanks to an Ergopower transmission and torque converter. And with the hydraulic differential lock and automatic power splitting, torque is instantly transferred from a slipping tire to one with more traction, providing constant traction without throttle adjustment necessary.

The CASE H Series rough terrain forklifts get it done smoother, easier, and faster. With fast lifting speeds, roading speeds of up to 24 mph (38.6 km/h), lifting capacities of up to 8,000 lbs. and a slew of unique features that keep loads level and forklift operators comfortable, these high-performance, Tier 4 Final forklifts truly do raise the bar. Rough terrain forklifts are designed for two things: lifting and moving loads. We have engineered the H Series forklifts to be the best at both. With lifting speeds of 107 feet per minute and roading speeds of 24 mph, you will be able to raise, haul and place quicker to finish the job faster.

The all-new E Series excavators build on that legacy with seven new models - including two new class sizes - designed from the ground up to revolutionize the operator experience through laser focus on the things operators care about most: reliability, cab comfort and performance. We give you a full line-up of solutions for every size and type of jobsite, whether you are trenching in open fields or working a single lane on the highway. And the growing list of OEM-fit machine control technologies available throughout the new E Series lineup shows our commitment to always delivering improved performance, precision, and profitability.

The CASE M Series dozers are among the most powerful and efficient — and now even more precise with factory-fit machine control. This makes it easier than ever to get into machine control and to experience its benefits: increased productivity, improved performance, and reduced wear-and-tear on your dozer fleet. Match that with industry leading power, extreme visibility to the work area, an intuitive operator interface/experience, and the full support of CASE and its dealer network — and CASE M Series Dozers will drive your success from heavy bulldozer work to fine grading. It is all about the drawbar pull — and the tractive effort and related pushing power it creates. CASE M Series dozers provide best-in-class drawbar pull (varies by model), and a powerful and robust undercarriage with a variety of track and extended life options to meet your pushing needs.

CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Universal Machine Control allows you to use the precision construction technology you prefer*. It is compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude, and intelligence to stake a claim as the industry's most versatile and powerful compact machine.

Minotaur demonstrates CASE's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. Built mean for tough conditions and smart for precision grading, you can take it all on with confidence. Transform your operation with CASE Construction Equipment.

*Machine control solution of your choice sold separately
**21 patents granted, 8 pending

		No two compaction jobs are the same. All three series of CASE vibratory rollers — double drum, single drum, and pneumatic tire — provide operators with the right combination of brute compaction force and precise control for all materials, lift profiles and jobsites. Double drum. Combi. Compact. Large Frame. CASE offers compaction solutions for every asphalt job, from driveways and bike paths to highways and commercial parking lots. Industry-leading climbing up to 67 percent grade matches with a design for powerful compaction while remaining versatile, easy to transport and fuel efficient. The PT240D provides the flexibility for both sub-base and asphalt compaction in large-scale paving projects, improving compaction quality and completing the work in fewer passes — all in a Tier 4 Final machine.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are various subcategories of solutions that may describe our equipment these include earth moving equipment, agriculture, residential construction, utilities, quarry and aggregates, roads and bridges, landscaping, waste and scraping, non-residential construction, and snow removal. CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity. That also means we are constantly striving to design machines that are simple to own. Our customers provide input to help guide machine enhancements, to improve serviceability, visibility, stability, power, ease of operation and transport, extended time between refueling, noise reduction and cold-weather starting – just to name a few. And when you buy equipment from CNH INDUSTRIAL our relationship does not stop at the transaction. CNH INDUSTRIAL dealer network is on-hand to help you build the right equipment for your jobsite, and after you buy, for advice on daily checks, operator environment configuration and help with planned maintenance.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Case construction provides (7) different TLB models ranging from 74 (HP) horsepower to 110 (HP)
72	Motor Graders	(•) Yes ( ) No	Case Construction offers two classes of Motor Graders, the 836C (137 HP) and the 856C (173 HP).
73	Wheeled and tracked excavators	(•) Yes ( ) No	Case construction offers seven different models of compact excavators, two types of midi excavators and sixteen diverse types of heavy excavators (full-size excavators).
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	CNH INDUSTRIAL (Case New Holland Industrial) offers (6) Bulldozers ranging from 68 to 214 horsepower
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	CNH INDUSTRIAL (Case New Holland Industrial) provides hundreds of attachments specifically designed to meet your equipment needs. We will include brochures highlighting the vast array of attachments we provide that range from snow-pushers, augers, bale handlers, buckets, brooms, and much more.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	CASE ProCare is the most comprehensive and standard-from-the-factory heavy machine support program in the industry. It comes with a 3-year/3000-hr full machine factory warranty, 3-year/2000-hr planned maintenance and 3-year Advanced SiteWatch subscription. With CASE ProCare, you receive complete factory-provided coverage on select new heavy machine orders.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	CASE Construction offers two Wheel Loader's with published net horsepower (HP) of at least 300 HP.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Case Construction provides (10) full-sized excavators with a published net horsepower (HP) of at least 150 HP.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Case construction has (1) Motor Grader with a published maximum operating weight of at least 30,000 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	CNH INDUSTRIAL (Case New Holland Industrial) does not have Cranes in its current offering.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - CNHI Price pages.zip - Friday January 13, 2023 07:29:27
- Financial Strength and Stability - CNHI Annual report & Sustainability report.zip - Friday January 13, 2023 07:37:31
- Marketing Plan/Samples - Buyers Guide back page.docx - Friday January 13, 2023 07:21:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - CNHI Warranty.zip - Friday January 13, 2023 07:32:04
- Standard Transaction Document Samples - NH CE and Case CE matrix.zip - Thursday January 12, 2023 14:43:50
- Upload Additional Document - CNHI awards, certificates & licenses & Brochures.zip - Friday January 13, 2023 09:54:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government & Fleet Sales Account Manager, CNH Industrial America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

RESOLUTION NO. 2025 -

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 # 011723-CNH WITH SONSRAY MACHINERY FOR THE PURCHASE OF A CASE CONSTRUCTION 2025 570N EP CAB TRACTOR LOADER IN A NOT-TO-EXCEED AMOUNT OF $128,000 FOR THE PUBLIC WORKS PARKS DIVISION; AND 2) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO $12,800 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.

WHEREAS, the Public Works Parks Division utilizes a utility tractor to assist with parks maintenance, tree removals, and weed abatement of vacant lots citywide, which has exceeded its useful life of fifteen years and is scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract # 011723-CNH with Sonsray Machinery to allow for the purchase of a new tractor, the Case Construction 2025 570N EP Cab Tractor Loader; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contract # 011723-CNH with Sonsray Machinery was competitively bid through a Request for Proposals process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends adoption of the resolution as stated.

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

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 011723-CNH with Sonsray Machinery for the purchase of a Case Construction 2025 570N EP Cab Tractor Loader in a not-to-exceed amount of $128,000 for the Public Works Parks Division.

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Section 2: That the City Council hereby authorizes the City Manager to approve adjustments of up to $12,800 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 2nd day of September, 2025.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Authorizing the Purchase of an Enforcer Aerial Ladder Truck for the National City Fire Department

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Houston-Galveston Area Council Contract # FS12-23 with South Coast Fire Equipment for the Purchase of an Enforcer Pierce 107 Ascendant Aerial Fire Truck in a Not-to-Exceed Amount of $2,130,947.26 for the National City Fire Department.**"**

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The National City Fire Department's current Reserve Ladder Truck has been in service for 15 years and the Front-Line Ladder Truck has been in service for over 10 years, both exceeding the useful and optimum life cycle of 10 years. The lead build-time for a new Aerial Ladder Truck is currently estimated to be about three to four years, which would push the reserve to almost 20 years and the front-line to almost 15 years by the time a new Ladder Truck is delivered.

Due to this lead build-time, staff will need to provide the vendor with a Purchase Order as soon as possible to place the order to start the build. Staff requests the approval to purchase one (1) Enforcer Pierce 107 Ascendant Aerial Fire Truck for National City Fire Department in a not-to-exceed amount of $2,130,947.26 to be purchased in Fiscal Year 2029. When the Ladder Truck is completed in FY29, payment will be due upon delivery.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the H-GAC Contract # FS12-23 with South Coast Fire Equipment to allow for the purchase of one (1) Enforcer Pierce 107 Ascendant Aerial Fire Truck.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow procurement that is in the best interests of the City.

The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the

contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the H-GAC Contract # FS12-23 with South Coast Fire Equipment was competitively bid through a Request for Proposals (RFP) process, and that the H-GAC procurement procedures are in substantial compliance with those of National City.

FINANCIAL STATEMENT:
No up-front resources are required to order the Aerial Ladder Truck. Appropriations in the amount of $2,130,947.26 for the purchase of the Aerial Ladder Truck will be included in the Fiscal Year 2029 budget in the Vehicle Acquisition Internal Service Fund (ISF), which will have sufficient resources to make the purchase. The General Fund will subsequently reimburse the Vehicle Acquisition Fund over a 10-to-12-year period.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – South Coast Fire Equipment Quote
Exhibit B – H-GAC Contract FS12-23
Exhibit C – Resolution

PROPOSAL FOR FURNISHING FIRE APPARATUS

August 18, 2025

NATIONAL CITY FIRE DEPARTMENT
343 E. 16th Street
National City, CA. 91950

SOUTH COAST FIRE EQUIPMENT

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
One (1) Enforcer Pierce 107 Ascendant Aerial no pump as per the enclosed proposal for delivery sum	$ 1,957,643.00	$ 1,957,643.00
Sales Tax @ 8.750%	$ 171,293.76	$ 171,293.76
APPARATUS COST WITH TAX	**$ 2,128,936.76**	**$ 2,128,936.76**
Performance Bond Not Required	$ -	$ -
California Tire Fee	$ 10.50	$ 10.50
Consortium Fee HGAC Fee Contract #FS12-23	$ 2,000.00	$ 2,000.00
TOTAL PURCHASE PRICE	**$ 2,130,947.26**	**$ 2,130,947.26**

The above proposal price shall be valid until 10/18/25 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 92878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. An increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to **$2,130,947.26** . The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 45-48 months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at **National City, CA.**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterrations do not matterially affect the cost of the construction of the apparaus

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evalution Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on accountof delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorisim, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similiar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdow, or interruption of work.

Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications Any increased costs incurred by the first party because of future changes in or additoinas to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.

Tim Olley
Sales Representative

I, _____ authorized representative of _____ agrees to purchase the proposed product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

Signature:_____
Title:_____ Date:_____

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and South Coast Fire Equipment, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2020 South Baker Avenue, Ontario, CA 91761.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

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conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

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the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

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to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

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(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

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Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

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through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

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certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

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In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

South Coast Fire Equipment, Inc.

Signature [redacted]

Name Kevin Newell

Title President

Date 12/11/2023

H-GAC

Signatur [redacted]

Name

Title Executive Director

Date 12/12/2023

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
Project ID: FS12-23
Release Date: Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

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please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

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Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	$1,000 per purchase order
Category B – Aerial Fire Apparatus	$2,000 per purchase order
Category C – Pumper Fire Apparatus	$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	$2,000 per purchase order
Category E – ARFF Apparatus	$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	$2,000 per purchase order
Light Rescue/Quick Response	$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

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Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

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Attachment A
South Coast Fire Equipment, Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	$ 899,378.00	5%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	$ 982,413.00	5%

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Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	$ 1,109,887.00	5%
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	$ 484,061.00	5%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	$ 477,451.00	5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	$ 292,975.00	5%
BME Fire Trucks	Sequioa	10 Man Crew Carrier Vehicle	$ 378,634.00	5%
		Category J - Service/Maintenance Plans		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO HOUSTON-GALVESTON AREA COUNCIL CONTRACT # FS12-23 WITH SOUTH COAST FIRE EQUIPMENT FOR THE PURCHASE OF AN ENFORCER PIERCE 107 ASCENDANT AERIAL FIRE TRUCK IN A NOT-TO-EXCEED AMOUNT OF $2,130,947.26 FOR THE NATIONAL CITY FIRE DEPARTMENT.

WHEREAS, the National City Fire Department's current reserve ladder truck has been in service for 15 years and the front-line ladder truck has been in service for over 10 years, both of which have exceeded the useful and optimum life cycle of 10 years; and

WHEREAS, the lead build-time for a new aerial ladder truck is currently estimated to be about three to four years, which would push the reserve to almost 20 years and the front-line to almost 15 years by the time a new ladder truck is delivered; and

WHEREAS, in order to expedite product delivery, City of National City staff will need to place the order for the new ladder truck as soon as possible and, to take advantage of competitive pricing, Engineering & Public Works staff has identified an opportunity for the City of National City to piggyback onto Houston-Galveston Area Council Contract # FS12-23 with South Coast Fire Equipment for the purchase of an Enforcer Pierce 107 Ascendant Aerial Fire Truck, to be purchased in Fiscal Year 2029; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Houston-Galveston Area Council Contract # FS 12-23 with South Coast Fire Equipment was competitively bid through a Request for Proposals process, and that the Houston-Galveston Area Council procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends adoption of the resolution as stated.

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

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Houston-Galveston Area Council Contract # FS12-23 with South Coast Fire Equipment to place the purchase of an Enforcer Pierce 107 Ascendant Aerial Fire Truck in a not-to-exceed amount of $2,130,947.26 for the National City Fire Department, to be purchased in Fiscal Year 2029.

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 2nd day of September, 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: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Awarding a Contract to A. Preman Roofing, Inc., for the Fire Station 34 Roof and HVAC Replacement Project, CIP No. 25-10.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to A. Preman Roofing, Inc., in the Not-to-Exceed Amount of $276,237 for the Fire Station 34 Roof and HVAC Replacement Project, CIP No. 25-10; 2) Authorizing a 15% Contingency in the Amount of $41,436 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In October 2024, the Engineering & Public Works Department commissioned a comprehensive roof inspection and assessment of all City-owned facilities. The results of the assessment confirmed that the roof covering Fire Station 34, which was installed nearly 20 years ago, has exceeded its useful life and needs to be replaced. In addition, the three HVAC units have experienced repeated malfunctions from major component failures and require replacement. The Fire Station 34 Roof and HVAC Replacement project, CIP No. 25-10 will remove and replace the existing roof as well as the HVAC at Fire Station 34.

On June 23, 2025, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 26, 2025 and July 8, 2025, the bid solicitation was advertised in the local newspaper. On July 23, 2025, six (6) bids were received by the 2:00 p.m. deadline and A. Preman Roofing, Inc. was the apparent lowest bidder with a total bid amount of $276,237.

Upon review of all documents submitted, A. Preman Roofing, Inc.'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 A. Preman Roofing, Inc. in the not-to-exceed amount of $276,237 and authorizing a 15% contingency in the amount of $41,436 to address any unforeseen conditions that may arise.

FINANCIAL STATEMENT:
Capital Improvement Program Fund

Expenditure Account #
399-10-18-18500-7598-1500399 (Facility Upgrades) - $276,237 (contract award)
399-10-18-18500-7598-1500399 (Facility Upgrades) - $41,436 (15% contingency)

Appropriations are available in the adopted budget for the CIP fund for this project.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

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 – Bid Opening Summary
Exhibit B – Summary of Bid Items
Exhibit C – Owner-Contractor Agreement
Exhibit D – Resolution

Exhibit A

BID OPENING SUMMARY

NAME: **Fire Station 34 Roof and HVAC Replacement**
CIP NO: **25-10**
DATE: **July 23, 2025**
TIME: **2:00 P.M.**
ESTIMATE: **$345,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	A. Preman Roofing, Inc. 875 34th Street San Diego, CA 92102	**$276,237**	Bond
2	Larson Roofing 7950 Dunbrook Road San Diego, CA 92126	**$301,864**	Bond
3	AOS, Inc. dba Superior Roofing 1309 Deerbrook Drive San Marcos, CA 92069	**$338,450**	Bond
4	Chambers, Inc. 1563 Sterling Court Escondido, CA 92029	**$410,770**	Bond
5	United Mechanical Contractors. 794 E Los Angeles Ave. Simi Valley, CA 93065	**$558,000**	Bond
6	Best Contracting Service, Inc. 19027 S Hamilton Avenue Gardena, CA 90248	**$737,980**	Bond

Exhibit B

SUMMARY OF BID ITEMS

NAME: Fire Station 34 Roof and HVAC Replacement
CIP NO: 25-10
DATE: July 23, 2025
TIME: 2:00 P.M.
ESTIMATE: $345,000
PROJECT ENGINEER: Ricardo Rodriguez

				A. Preman Roofing, Inc.		Larson Roofing		AOS Inc. dba Superior Roofing	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Removal, disposal, and replacement of the existing roofing system and installation of new asphalt shingle roofing system per specifications	LS	1	$147,652.00	$147,652.00	$197,162.00	$197,162.00	$204,950.00	$204,950.00
2	Removal, disposal, and replacement of the existing roofing system and installation of new modified bituminous membrane roofing system per specifications	LS	1	$39,695.00	$39,695.00	$24,701.00	$24,701.00	$43,500.00	$43,500.00
3	Removal, disposal and replacement of roof top HVAC units per specifications	EA	3	$29,630.00	$88,890.00	$26,667.00	$80,001.00	$30,000.00	$90,000.00
			Subtotal		$276,237.00		$301,864.00		$338,450.00
			Total		**$276,237.00**		**$301,864.00**		**$338,450.00**

OWNER - CONTRACTOR AGREEMENT

FIRE STATION 34 ROOF AND HVAC REPLACEMENT, CIP NO. 25-10

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and A. Preman Roofing, Inc. ("Contractor"), 875 34th Street, San Diego, CA 92102, on the 2nd day of September, 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:

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Contractor:
A. Preman Roofing, Inc.

_____
(Owner/Officer signature)

_____
Print name and title

_____
(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

No.	Item Description	Unit	Quantity	Unit Price	Amount
Base Bid					
1	Removal, disposal and replacement of the existing roofing system and installation of new asphalt shingle roofing system per specifications	LS	1	147,652.00	147,652.00
2	Removal, disposal and replacement of the existing roofing system and installation of new modified bituminous membrane roofing system per specifications	LS	1	39,695.00	39,695.00
3	Removal, disposal and replacement of roof top HVAC units per specifications	EA	3	29,630.00	88,890.00
				Total:	**276,237.00**

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-_____, OR the City Manager of the City of National City, on the 2nd day of September, 2025, has awarded A. Preman Roofing, Inc., hereinafter designated as the "Principal", the FIRE STATION 34 ROOF AND HVAC REPLACEMENT.

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 Seventy-Six Thousand, Two Hundred Thirty-Seven Dollars ($276,237.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of

time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2025-_____, OR the City Manager of the City of National City, on the 2nd day of September, 2025, has awarded A. Preman Roofing, Inc., hereinafter designated as the "Principal", the FIRE STATION 34 ROOF AND HVAC REPLACEMENT.

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 Seventy-Six Thousand, Two Hundred Thirty-Seven Dollars ($276,237.00) 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 insure 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) AWARDING A CONTRACT TO A. PREMAN ROOFING, INC., IN THE NOT-TO-EXCEED AMOUNT OF $276,237 FOR THE FIRE STATION 34 ROOF AND HVAC REPLACEMENT PROJECT, CIP NO. 25-10; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $41,436 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the Fire Station 34 Roof and HVAC Replacement project, CIP No. 25-10 (the "Project") will remove and replace the existing roof at Fire Station 34, which was installed nearly 20 years ago and has exceeded its useful life; and

WHEREAS, on June 23, 2025, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on June 26th and July 8th, 2025, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on July 23, 2025, six (6) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, A. Preman Roofing, Inc.'s bid in the total bid amount of $276,237 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 A. Preman Roofing, Inc. in the not to-exceed amount of $276,237 for the Fire Station 34 Roof and HVAC Replacement project, CIP No. 25-10; 2) authorizing a 15% contingency in the amount of $41,436 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 A. Preman Roofing, Inc. in the not-to-exceed amount of $276,237 for the Fire Station 34 Roof and HVAC Replacement project, CIP No. 25-10.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $41,436 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 2nd day of September, 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: **Ricardo Rodriguez, Assistant Engineer-Civil**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Awarding a Contract to Burtech Pipeline Incorporated for the P-2 Sewer Upsizing Project, CIP No. 24-03.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Burtech Pipeline Incorporated in the Not-to-Exceed Amount of $4,468,000 for the P-2 Sewer Upsizing Project, CIP No. 24-03; 2) Authorizing a 15% Contingency in the Amount of $670,200 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The P-2 Sewer Upsize Project will replace approximately 3,900 linear feet of existing 6-inch sewer main with new 8-inch and 10-inch sewer main along E. 4th Street, and approximately 660 linear feet of existing 6-inch sewer main with new 8-inch sewer main along Harbison Avenue. The project will include removal and replacement of existing sewer manholes and existing lateral connections within the City's right-of-way. This project was identified as next in the priority for replacement and upsizing of the City's sewer system, in accordance with the 2019 Sewer Master Plan Update.

On July 1, 2025, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 15, 2025 and July 21, 2025, the bid solicitation was advertised in the local newspaper. On August 5, 2025, nine (9) bids were received by the 2:00 p.m. deadline and Burtech Pipeline Incorporated was the apparent lowest bidder with a total bid amount of $4,468,000.

Upon review of all documents submitted, Burtech Pipeline Incorporated'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 Burtech Pipeline Incorporated in the not-to-exceed amount of $4,468,000 and authorizing a 15% contingency in the amount of $670,200 to address any unforeseen conditions that may arise.

Construction is expected to commence this fall and be completed before the end of 2026.

FINANCIAL STATEMENT:
Funding is available in the Sewer Fund for this contract. Expenditures for this project will be recorded as follows:

Contract Award - $4,468,000

Expenditure Account No. 125-10-18-18500-7598-2024125 SEWER UPSIZING

15% Contingency - $670,200
Expenditure Account No. 125-10-18-18500-7598-2024125 SEWER UPSIZING

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



P-2 Sewer Upsizing project, CIP 24-03

Date: August 2025

Exhibit B

BID OPENING SUMMARY

NAME: **P-2 Sewer Upsizing**
CIP NO: **24-03**
DATE: **August 5, 2025**
TIME: **2:00 P.M.**
ESTIMATE: **$4,031,000**
PROJECT ENGINEER: **Ricardo Rodriguez**

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Burtech Pipeline, Inc. 1325 Pipeline Drive Vista, CA 92081	**$4,468,000**	Bond
2	Sema Construction 1901 Camino Vida Roble, Suite 100 Carlsbad, CA 92008	**$5,662,080.76**	Bond
3	Dick Miller, Inc. 930 Boardwalk, Suite H San Marcos, CA 92078	**$5,893,007.35**	Bond
4	Portillo Concrete, Inc. 3527 Citrus Street Lemon Grove, CA 91945	**$5,923,598.02**	Bond
5	Palm Engineering Construction Company 7330 Opportunity Road, Suite A San Diego, CA 92111	**$5,993,676.08**	Bond
6	Ortiz Corporation 2000 McKinley Avenue National City, CA 91950	**$6,590,232.61**	Bond
7	Bali Construction, Inc. 9852 E. Joe Vargas Way South El Monte, CA 91733	**$6,870,278.80**	Bond
8	SRK Engineering, Inc. 2615 Auto Park Way Escondido, CA 92029	**$6,896,981.00**	Bond
9	KTA Construction, Inc. 821 Tavern Road Alpine, CA 91901	**$8,961,972.05**	Bond

Exhibit C

SUMMARY OF BID ITEMS

NAME: P-2 Sewer Upsizing
CIP NO: 24-03
DATE: August 5, 2025
TIME: 2:00 P.M.
ESTIMATE: $4,031,000
PROJECT ENGINEER: Ricardo Rodriguez

				Burtech Pipeline, Inc.		Sema Construction		Dick Miller, Inc.	
Item	Description	Unit	Qty	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
Base Bid - E. 4th Street									
1	Mobilization/Demobilization	LS	1	$65,277.94	$65,277.94	$480,000.00	$480,000.00	$392,940.00	$392,940.00
2	Traffic and Pedestrian Control	LS	1	$150,000.00	$150,000.00	$293,760.34	$293,760.34	$230,000.00	$230,000.00
3	SWPPP, Water Quality Control	LS	1	$30,000.00	$30,000.00	$75,000.00	$75,000.00	$25,000.00	$25,000.00
4	Surveying	LS	1	$25,000.00	$25,000.00	$80,000.00	$80,000.00	$26,400.00	$26,400.00
5	Restoration of Survey Monuments	EA	6	$2,300.00	$13,800.00	$1,550.00	$9,300.00	$1,905.00	$11,430.00
6	Sewer Bypass	LS	1	$38,000.00	$38,000.00	$150,000.00	$150,000.00	$138,000.00	$138,000.00
7	Clearing and Grubbing	LS	1	$2,500.00	$2,500.00	$50,000.00	$50,000.00	$58,880.00	$58,880.00
8	Protection and Restoration of Existing Improvements	LS	1	$500.00	$500.00	$50,000.00	$50,000.00	$15,000.00	$15,000.00
9	CCTV Existing Sewer Line E.4th Street and Harbison Ave (Pre-Construction)	LS	1	$10,000.00	$10,000.00	$107,295.92	$107,295.92	$7,800.00	$7,800.00
10	Remove Existing Sewer Manhole and Replace with 5' Sewer Manhole per SDRSD SM-02	EA	12	$21,000.00	$252,000.00	$24,891.11	$298,693.32	$22,300.00	$267,600.00
11	Add Drop Structure Feature to New Sewer Manholes as per SDWAS SM-09 and SM-10	EA	4	$4,000.00	$16,000.00	$3,543.89	$14,175.56	$3,140.00	$12,560.00
12	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main by Open Trench to a Maximum Depth of 15' (4th St) (SDRSD SP-02)	LF	1595	$175.00	$279,125.00	$262.72	$419,038.40	$267.00	$425,865.00
13	Trench Repair - Asphalt Concrete Paving	TN	560	$370.00	$207,200.00	$183.81	$102,933.60	$400.00	$224,000.00
14	Trench Repair - Class II Aggregate Base	TN	1270	$65.00	$82,550.00	$45.74	$58,089.80	$79.00	$100,330.00
15	Remove Existing 6" Sewer Main and Replace with 10" Sewer Main by Open Trench (SDRSD SP-02)	LF	2256	$184.00	$415,104.00	$260.73	$588,206.88	$265.00	$597,840.00
16	Trench Shoring - Mainline & Manholes	LS	1	$7,000.00	$7,000.00	$35,898.85	$35,898.85	$110,000.00	$110,000.00
17	Trench Shoring - Laterals	EA	75	$100.00	$7,500.00	$103.78	$7,783.50	$540.00	$40,500.00
18	Sewer Lateral, 4" SDR35 PVC (SDRSD SS-01 through SS-04)	LF	2725	$135.00	$367,875.00	$193.02	$525,979.50	$154.00	$419,650.00
19	Sewer Lateral, 6" SDR35 PVC (SDRSD SS-01 through SS-04)	LF	250	$150.00	$37,500.00	$203.38	$50,845.00	$202.00	$50,500.00
20	Sewer Cleanout Type "B" (SDRSD SC-01)	EA	75	$750.00	$56,250.00	$896.41	$67,230.75	$2,200.00	$165,000.00
21	Cold Milling Asphalt Pavement - 2" Depth	SF	243787	$0.33	$80,449.71	$0.62	$151,147.94	$0.55	$134,082.85
22	Removal, Disposal and Replacement of Unsuitable Material	TN	1500	$118.00	$177,000.00	$30.76	$46,140.00	$89.00	$133,500.00
23	2" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	3060	$180.00	$550,800.00	$184.56	$564,753.60	$158.40	$484,704.00

24	4" Asphalt Concrete (AC) Digouts	TN	1000	$425.00	$425,000.00	$256.34	$256,340.00	$275.00	$275,000.00
25	Remove and Replace PCC Sidewalk (SDRSD G-07)	SF	3900	$17.60	$68,640.00	$13.76	$53,664.00	$15.00	$58,500.00
26	Remove and Replace PCC Pedestrian Curb Ramps (SDRSD G-27 through G-32B)	EA	10	$9,600.00	$96,000.00	$8,914.03	$89,140.30	$10,000.00	$100,000.00
27	Remove and Replace PCC Curb and Gutter (SDRSD G-02)	LF	1140	$81.40	$92,796.00	$65.21	$74,339.40	$77.75	$88,635.00
28	Remove and Replace PCC Cross Gutter (SDRSD G-12)	SF	560	$24.20	$13,552.00	$28.29	$15,842.40	$44.00	$24,640.00
29	Remove and Replace Existing PCC Driveway Approach per SDRSD G-14	EA	1	$16,500.00	$16,500.00	$9,529.79	$9,529.79	$10,600.00	$10,600.00
30	Remove and Replace Existing Bus Pad (12'x15') in Accordance with MTS Design Standard Figure 4-4, Pavement Composition Recommendations - Case III, Including excavation, Base Preparation, Reinforced Concrete Placement, and Surface Restoration	EA	1	$24,200.00	$24,200.00	$15,000.00	$15,000.00	$15,645.00	$15,645.00
31	Remove and Replace 6' Type E Loop, Limit Line Type F Loop, and Type C Bike Loop (Caltrans Standard Plan ES-5B)	EA	14	$1,650.00	$23,100.00	$936.94	$13,117.16	$990.00	$13,860.00
32	Remove, Salvage, and Re-install Existing Street Signage	EA	5	$770.00	$3,850.00	$728.73	$3,643.65	$770.00	$3,850.00
33	Signage, Striping and Markings	LS	1	$66,000.00	$66,000.00	$81,981.80	$81,981.80	$64,900.00	$64,900.00
			Subtotal		**$3,701,069.65**		**$4,838,871.46**		**$4,727,211.85**
Additive Bid - Harbison Ave									
34	Mobilization/Demobilization	LS	1	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$146,000.00	$146,000.00
35	Traffic and Pedestrian Control	LS	1	$10,000.00	$10,000.00	$55,000.00	$55,000.00	$67,100.00	$67,100.00
36	SWPPP, Water Quality Control	LS	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$18,000.00	$18,000.00
37	Surveying	LS	1	$3,800.00	$3,800.00	$11,000.00	$11,000.00	$11,000.00	$11,000.00
38	Restoration of Survey Monuments	EA	2	$2,300.00	$4,600.00	$1,550.00	$3,100.00	$1,620.00	$3,240.00
39	Sewer Bypass	LS	1	$5,000.00	$5,000.00	$45,000.00	$45,000.00	$25,152.00	$25,152.00
40	Clearing and Grubbing	LS	1	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$38,400.00	$38,400.00
41	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main (Harbison Ave) (SDRSD SP-02)	LF	655	$258.00	$168,990.00	$258.36	$169,225.80	$173.00	$113,315.00
42	Trench Repair - Asphalt Concrete Paving	TN	110	$374.00	$41,140.00	$163.82	$18,020.20	$400.00	$44,000.00
43	Trench Repair - Class II Aggregate Base	TN	250	$66.00	$16,500.00	$38.77	$9,692.50	$98.00	$24,500.00
44	Remove Existing Sewer Manhole and Replace with 5' Sewer Manhole as per SDRSD SM-02	EA	2	$23,500.00	$47,000.00	$25,554.78	$51,109.56	$23,200.00	$46,400.00
45	Trench Shoring - Mainline & Manholes	LS	1	$4,000.00	$4,000.00	$8,720.46	$8,720.46	$27,720.00	$27,720.00
46	Trench Shoring - Laterals	EA	23	$150.00	$3,450.00	$169.21	$3,891.83	$1,320.00	$30,360.00
47	Sewer Lateral, 4" SDR35 PVC (SDRSD SS-01 through SS-04)	LF	675	$135.00	$91,125.00	$184.06	$124,240.50	$270.00	$182,250.00
48	Sewer Cleanout Type "B" (SDRSD SC-01)	EA	23	$750.00	$17,250.00	$897.18	$20,635.14	$2,800.00	$64,400.00
49	Cold Milling Asphalt Pavement - 2" Depth	SF	27895	$0.33	$9,205.35	$1.11	$30,963.45	$1.10	$30,684.50
50	Removal, Disposal and Replacement of Unsuitable Material	TN	500	$118.00	$59,000.00	$30.76	$15,380.00	$90.00	$45,000.00
51	2" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	370	$180.00	$66,600.00	$205.07	$75,875.90	$194.70	$72,039.00
52	4" Asphalt Concrete (AC) Digouts	TN	250	$425.00	$106,250.00	$271.72	$67,930.00	$297.00	$74,250.00
53	Remove and Replace PCC Sidewalk (SDRSD G-07)	SF	1250	$17.60	$22,000.00	$14.16	$17,700.00	$19.00	$23,750.00
54	Remove and Replace PCC Pedestrian Curb Ramps (SDRSD G-27 through G-32B)	EA	1	$12,320.00	$12,320.00	$6,535.95	$6,535.95	$11,500.00	$11,500.00
55	Remove and Replace PCC Curb and Gutter (SDRSD G-02)	LF	375	$80.00	$30,000.00	$57.69	$21,633.75	$77.00	$28,875.00
56	Remove and Replace PCC Curb Inlet Type B1 Gutter Only as per SDRSD D-02	EA	1	$7,150.00	$7,150.00	$7,084.57	$7,084.57	$8,600.00	$8,600.00
57	Remove and Replace Existing Raised Median Integral Curb per SDRSD G-6 and G-12	LF	60	$165.00	$9,900.00	$70.74	$4,244.40	$201.00	$12,060.00
58	Remove and Replace Existing Raised Median 4" PCC Decorative Concrete Paving to Match Existing	SF	100	$60.50	$6,050.00	$54.00	$5,400.00	$122.00	$12,200.00
59	Signage, Striping and Markings	LS	1	$4,600.00	$4,600.00	$13,325.29	$13,325.29	$5,000.00	$5,000.00
			Subtotal		**$766,930.35**		**$823,209.30**		**$1,165,795.50**
			Total		**$4,468,000.00**		**$5,662,080.76**		**$5,893,007.35**

OWNER - CONTRACTOR AGREEMENT

P-2 SEWER UPSIZING, CIP NO. 24-03

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Burtech Pipeline Incorporated ("Contractor")**, 1325 Pipeline Drive, Vista, CA 92081, on the **2nd day of September, 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:

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Contractor:
Burtech Pipeline Incorporated

_____
(Owner/Officer signature)

_____
Print name and title

_____
(Second officer signature if a corporation)

_____
Print name and title

_____
Contractor's City Business License No.

_____
State Contractor's License No. and Class

_____
Business street address

_____
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

No.	Item Description	Unit	Qty	Unit Price	Line Total
Base Bid - E. 4th Street					
1	Mobilization/Demobilization	LS	1	$65,277.94	$65,277.94
2	Traffic and Pedestrian Control	LS	1	$150,000.00	$150,000.00
3	SWPPP, Water Quality Control	LS	1	$30,000.00	$30,000.00
4	Surveying	LS	1	$25,000.00	$25,000.00
5	Restoration of Survey Monuments	EA	6	$2,300.00	$13,800.00
6	Sewer Bypass	LS	1	$38,000.00	$38,000.00
7	Clearing and Grubbing	LS	1	$2,500.00	$2,500.00
8	Protection and Restoration of Existing Improvements	LS	1	$500.00	$500.00
9	CCTV Existing Sewer Line E.4th Street and Harbison Ave (Pre-Construction)	LS	1	$10,000.00	$10,000.00
10	Remove Existing Sewer Manhole and Replace with 5' Sewer Manhole per SDRSD SM-02	EA	12	$21,000.00	$252,000.00
11	Add Drop Structure Feature to New Sewer Manholes as per SDWAS SM-09 and SM-10	EA	4	$4,000.00	$16,000.00
12	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main by Open Trench to a Maximum Depth of 15' (4th St) (SDRSD SP-02)	LF	1595	$175.00	$279,125.00
13	Trench Repair - Asphalt Concrete Paving	TN	560	$370.00	$207,200.00
14	Trench Repair - Class II Aggregate Base	TN	1270	$65.00	$82,550.00
15	Remove Existing 6" Sewer Main and Replace with 10" Sewer Main by Open Trench (SDRSD SP-02)	LF	2256	$184.00	$415,104.00
16	Trench Shoring - Mainline & Manholes	LS	1	$7,000.00	$7,000.00
17	Trench Shoring - Laterals	EA	75	$100.00	$7,500.00
18	Sewer Lateral, 4" SDR35 PVC (SDRSD SS-01 through SS-04)	LF	2725	$135.00	$367,875.00
19	Sewer Lateral, 6" SDR35 PVC (SDRSD SS-01 through SS-04)	LF	250	$150.00	$37,500.00
20	Sewer Cleanout Type "B" (SDRSD SC-01)	EA	75	$750.00	$56,250.00
21	Cold Milling Asphalt Pavement - 2" Depth	SF	2E+05	$0.33	$80,449.71
22	Removal, Disposal and Replacement of Unsuitable Material	TN	1500	$118.00	$177,000.00
23	2" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	3060	$180.00	$550,800.00
24	4" Asphalt Concrete (AC) Digouts	TN	1000	$425.00	$425,000.00
25	Remove and Replace PCC Sidewalk (SDRSD G-07)	SF	3900	$17.60	$68,640.00

26	Remove and Replace PCC Pedestrian Curb Ramps (SDRSD G-27 through G-32B)	EA	10	$9,600.00	$96,000.00
27	Remove and Replace PCC Curb and Gutter (SDRSD G-02)	LF	1140	$81.40	$92,796.00
28	Remove and Replace PCC Cross Gutter (SDRSD G-12)	SF	560	$24.20	$13,552.00
29	Remove and Replace Existing PCC Driveway Approach per SDRSD G-14	EA	1	$16,500.00	$16,500.00
30	Remove and Replace Existing Bus Pad (12'x15') in Accordance with MTS Design Standard Figure 4-4, Pavement Composition Recommendations - Case III, Including excavation, Base Preparation, Reinforced Concrete Placement, and Surface Restoration	EA	1	$24,200.00	$24,200.00
31	Remove and Replace 6' Type E Loop, Limit Line Type F Loop, and Type C Bike Loop (Caltrans Standard Plan ES-5B)	EA	14	$1,650.00	$23,100.00
32	Remove, Salvage, and Re-install Existing Street Signage	EA	5	$770.00	$3,850.00
33	Signage, Striping and Markings	LS	1	$66,000.00	$66,000.00
				Subtotal	**$3,701,069.65**
Additive Bid - Harbison Ave					
34	Mobilization/Demobilization	LS	1	$15,000.00	$15,000.00
35	Traffic and Pedestrian Control	LS	1	$10,000.00	$10,000.00
36	SWPPP, Water Quality Control	LS	1	$5,000.00	$5,000.00
37	Surveying	LS	1	$3,800.00	$3,800.00
38	Restoration of Survey Monuments	EA	2	$2,300.00	$4,600.00
39	Sewer Bypass	LS	1	$5,000.00	$5,000.00
40	Clearing and Grubbing	LS	1	$1,000.00	$1,000.00
41	Remove Existing 6" Sewer Main and Replace with 8" SDR35 PVC Sewer Main (Harbison Ave) (SDRSD SP-02)	LF	655	$258.00	$168,990.00
42	Trench Repair - Asphalt Concrete Paving	TN	110	$374.00	$41,140.00
43	Trench Repair - Class II Aggregate Base	TN	250	$66.00	$16,500.00
44	Remove Existing Sewer Manhole and Replace with 5' Sewer Manhole as per SDRSD SM-02	EA	2	$23,500.00	$47,000.00
45	Trench Shoring - Mainline & Manholes	LS	1	$4,000.00	$4,000.00
46	Trench Shoring - Laterals	EA	23	$150.00	$3,450.00
47	Sewer Lateral, 4" SDR35 PVC (SDRSD SS-01 through SS-04)	LF	675	$135.00	$91,125.00
48	Sewer Cleanout Type "B" (SDRSD SC-01)	EA	23	$750.00	$17,250.00
49	Cold Milling Asphalt Pavement - 2" Depth	SF	27895	$0.33	$9,205.35
50	Removal, Disposal and Replacement of Unsuitable Material	TN	500	$118.00	$59,000.00
51	2" Asphalt Concrete (AC) Pavement with Forta-Fi	TN	370	$180.00	$66,600.00

52	4" Asphalt Concrete (AC) Digouts	TN	250	$425.00	$106,250.00
53	Remove and Replace PCC Sidewalk (SDRSD G-07)	SF	1250	$17.60	$22,000.00
54	Remove and Replace PCC Pedestrian Curb Ramps (SDRSD G-27 through G-32B)	EA	1	$12,320.00	$12,320.00
55	Remove and Replace PCC Curb and Gutter (SDRSD G-02)	LF	375	$80.00	$30,000.00
56	Remove and Replace PCC Curb Inlet Type B1 Gutter Only as per SDRSD D-02	EA	1	$7,150.00	$7,150.00
57	Remove and Replace Existing Raised Median Integral Curb per SDRSD G-6 and G-12	LF	60	$165.00	$9,900.00
58	Remove and Replace Existing Raised Median 4" PCC Decorative Concrete Paving to Match Existing	SF	100	$60.50	$6,050.00
59	Signage, Striping and Markings	LS	1	$4,600.00	$4,600.00
				Subtotal	**$766,930.35**
				Total	**$4,468,000.00**

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-_____, OR the City Manager of the City of National City, on the 2nd day of September, 2025, has awarded Burtech Pipeline Inc., hereinafter designated as the "Principal", the P-2 SEWER UPSIZING project.

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 Four Million, Four Hundred Sixty Eight Thousand Dollars ($4,468,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of

time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
_____(SEAL)	_____(SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this_____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2025-_____, OR the City Manager of the City of National City, on the 2nd day of September, 2025, has awarded Burtech Pipeline Inc., hereinafter designated as the "Principal", the P-2 SEWER UPSIZING project.

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 Four Million, Four Hundred Sixty Eight Thousand Dollars ($4,468,000.00) 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 insure 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) AWARDING A CONTRACT TO BURTECH PIPELINE INCORPORATED IN THE NOT-TO-EXCEED AMOUNT OF $4,468,000 FOR THE P-2 SEWER UPSIZING PROJECT, CIP NO. 24-03; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $670,200 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the P-2 Sewer Upsize project, CIP. No. 24-03 (the "Project") will replace approximately 3,900 linear feet of existing 6-inch sewer main with new 8-inch and 10-inch sewer main along E. 4th Street, and approximately 660 linear feet of existing 6-inch sewer main with new 8-inch sewer main along Harbison Avenue; and

WHEREAS, on July 1, 2025, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on July 15th and July 21st, 2025, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on August 5, 2025, nine (9) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Burtech Pipeline Incorporated's bid in the total bid amount of $4,468,000 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 Burtech Pipeline Incorporated in the not to-exceed amount of $4,468,000 for the P-2 Sewer Upsize project, CIP. No. 24-03; 2) authorizing a 15% contingency in the amount of $670,200 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 Burtech Pipeline Incorporated in the not-to-exceed amount of $4,468,000 for the P-2 Sewer Upsizing project, CIP No. 24-03.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $670,200 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 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Carlos Perdomo – Civil Engineering Technician**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 1130 E. 21st Street.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 1130 E. 21st Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
At their meeting on June 11, 2025, the Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence located at 1130 E. 21st Street.

EXPLANATION:
Mr. David Rivera, resident of 1130 E. 21st Street, has requested a blue curb disabled persons parking space in front of his residence. The residence is located mid-block on the south side of E. 21st Street between K Avenue and L Avenue. The resident possesses a valid disabled person's placard from the California Department of Motor Vehicles. Mr. Rivera stated that sometimes it is difficult for him to find parking in front of his residence; therefore, a disabled person parking space in front of his residence would provide safer access to his house.

Staff visited the site and observed that Mr. Rivera's residence does not have a driveway or garage.

Currently, there are two existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 1923 K Avenue (approved per TSC Item 2013-05), and 2) 832 E. 20th Street (approved per TSC Item 2020-18). Per National City Disabled persons parking zone requirements, the total number of blue curb disabled persons parking spaces (including the proposed space in front of 1130 E. 21st Street) would not exceed 4% of the total number of on-street parking spaces available in the area.

Chapter 11.32.225 of the National City Municipal Code is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on June 11, 2025. Staff sent a notice to the residents inviting them to the Traffic Safety Committee Meeting and/or to contact staff with any questions. Mr. Rivera was not in attendance to speak on this item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage, since all three conditions of the Special Hardship Cases section of the National City Municipal Code Chapter 11.32.225(C), disabled persons parking zone, are met.

The applicant for this request was informed that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in disabled persons parking spaces.

If approved by the City Council, all work will be performed by City Public Works staff.

FINANCIAL STATEMENT:
The estimated cost to install the disabled persons parking space is approximately $300. Funding is available within the Engineering & Public Works Streets Division maintenance and operations budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Staff Report to TSC
Exhibit C – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-09)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 11, 2025

ITEM NO. 2025-09

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 1130 E. 21ST STREET

PREPARED BY: Carlos Perdomo, Engineering Technician – Civil Engineering & Public Works Department

DISCUSSION:

Mr. David Rivera, resident of 1130 E. 21st Street, has requested a blue curb disabled persons parking space in front of his residence. The residence is located mid-block on the south side of E. 21st Street between K Avenue and L Avenue. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Rivera stated that sometimes it is difficult for him to find parking in front of his residence; therefore, a disabled person parking space in front of his residence would provide safer access to his house.

Staff visited the site and observed that Mr. Rivera's residence does not have a driveway or garage. The property does have a rear yard accessible via the alley between K Avenue and L Avenue. Staff checked the side yard for ADA accessibility and confirmed there is no access for a vehicle.

Currently, there are two existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 1923 K Avenue (approved per TSC Item 2013-05), 2) 832 E. 20th Street (approved per TSC Item 2020-18). Per National City Disabled persons parking zone requirements, the total number of blue curb disabled persons parking spaces (including the proposed space in front of 1130 E. 21st Street) would not exceed 4% of the total number of on-street parking spaces available in the area.

Chapter 11.32.225 of the National City Municipal Code is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *Although there is usable off-street parking in the rear yard of the property, there is no ADA accessible path of travel. Therefore, this condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City’s Disabled persons parking zone requirements for Special Hardship Cases is met, staff recommends the installation of a blue curb disabled persons parking space with signage.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. National City Municipal Code Disabled Persons Parking Policy

2025-09

Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: DAVID RIVERA

Name of Disabled Person (if different from above): "

Address: 1130 E. 21ST ST. NATIONAL CITY

Email: _____ Phone Number: _____

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

   ☑YES ☐NO

   If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

   ☐YES ☑NO

   If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

   ☐YES ☑NO

3. Does your residence have a driveway?

   ☐YES ☑NO

   If answered YES, please refer to the following questions:

   a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

      ☐YES ☐NO

   b. Is the driveway level?

      ☐YES ☐NO

   c. Is the driveway sloped/inclined?

      ☐YES ☐NO

Additional comments _____

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

DEPARTMENT OF MOTOR VEHICLES

DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT

PLACARD NUMBER:
EXPIRES: 06/30/2027
DATE ISSUED: 03/03/2025

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

TYPE: N1 **TV:** 92 **CO:** 37

DOB:

ISSUED TO

DAVID RIVERA
1130 E 21ST ST
NATIONAL CITY CA 91950

Purchase of fuel (Business & Profession Code 13660):

* State law requires service station to refuel a disabled person's vehicle at self-services rates, except self-service facilities with only one cashier.

When your placard is properly displayed, you may park in or on:

* Disabled person parking spaces (blue zones)
* Metered zones without paying.
* Green zones without restrictions to time limits.
* Streets where preferential parking privileges are given to residents and merchants.

You may not park in or on:

* Red, Yellow, White or Tow Away Zones.
* Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

* Display a placard unless the disabled owner is being transported.
* Display a placard which has been cancelled or revoked.
* Loan your placard to anyone, including family members.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

18786
DPP000 Rev(4/10)

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-09)



Exhibit B: Location Map Showing Existing Blue Curb Parking Spaces (TSC Item: 2025-09)





Location of proposed blue curb disabled person parking space in front of 1130 E. 21st Street (looking south)



Location of proposed blue curb disabled person parking space in front of 1130 E. 21st Street (looking west)

4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.

5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.

(Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.

B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.

C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.

D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:

1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.

2. Hospitals and convalescent homes with more than 75-bed capacity.

3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.

4. Community service facilities such as senior citizens service centers, etc.

5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.

6. Employment offices for major enterprises employing more than 200 persons.

7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.

8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.

9. Other places of assembly such as schools and churches.

10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.

11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

B. General requirements.

1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.

5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.

C. Special Hardship Cases.

1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."

b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 1130 E. 21ST STREET.

WHEREAS, Mr. David Rivera, resident of 1130 E. 21st Street, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident possesses a valid disabled person's placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that he is requesting the accommodation since it is difficult for him to find parking in front of his residence and a disabled person parking space in front of his residence would provide safer access to his house; and

WHEREAS, staff visited the site and observed that Mr. Rivera's residence does not have either a driveway nor a garage; and

WHEREAS, this item was presented to the Traffic Safety Committee on June 11, 2025; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mr. Rivera was not in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 1130 E. 21st Street, since all three conditions of the Special Hardship Cases section of the National City Municipal Code section 11.32.225(C), Disabled persons parking zone, are met.

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 installation of a blue curb disabled persons parking space with signage in front of the residence at 1130 E. 21st Street.

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 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Carlos Perdomo – Civil Engineering Technician**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence Located at 431 J Avenue.

RECOMMENDATION:
Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 431 J Avenue."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
At their meeting on June 11, 2025, the Traffic Safety Committee unanimously approved staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence located at 431 J Avenue.

EXPLANATION:
Mr. Paul Martinez, resident of 431 J Avenue, has requested a blue curb disabled persons parking space in front of his residence, for his mother. The residence is located mid-block on the east side of J Avenue between E. 4th Street and E. 5th Street. The resident's mother possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Martinez stated that sometimes it is difficult for him to find parking in front of his residence, therefore, a disabled persons parking space in front of his residence would provide safer access for his mother to reach her house.

Staff visited the site and observed that Mr. Martinez's residence does not have a driveway or garage. It should also be noted that the rear half of the property is occupied by different tenants.

Currently, there are five existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 905 E. 5th Street (approved per TSC Item 2013-22), 2) 524 Highland Avenue (approved per TSC Item 2015-04), 3) 524 J Avenue (approved per TSC Item 2015-03), 4) 915 E 4th Street, and 5) 437 J Avenue. Per National City Disabled persons parking zone requirements, the total number of blue curb disabled persons parking spaces (including the proposed space in front of 431 J Avenue) would not exceed 4% of the total number of on-street parking spaces available in the area.

Chapter 11.32.225 of the National City Municipal Code is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on June 11, 2025. Staff sent a notice to the residents inviting them to the Traffic Safety Committee Meeting and/or to contact staff with any questions. Mr. Martinez was in attendance to speak on this item.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage, since all three conditions of the Special Hardship Cases section of the National City Municipal Code Chapter 11.32.225(C), disabled persons parking zone, are met.

The applicant for this request was informed that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in disabled persons parking spaces.

If approved by the City Council, all work will be performed by City Public Works staff.

FINANCIAL STATEMENT:
The estimated cost to install the disabled persons parking space is approximately $300. Funding is available within the Engineering & Public Works Streets Division maintenance and operations budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Staff Report to TSC
Exhibit C – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-10)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 11, 2025

ITEM NO. 2025-10

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 431 J AVENUE

PREPARED BY: Carlos Perdomo, Engineering Technician – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Paul Martinez, resident of 431 J Avenue, has requested a blue curb disabled persons parking space in front of his residence, for his mother. The residence is located mid-block on the east side of J Avenue between E. 4th Street and E. 5th Street. The resident's mother possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Martinez stated that sometimes it is difficult for him to find parking in front of his residence, therefore, a disabled persons parking space in front of his residence would provide safer access to his house.

Staff visited the site and observed that Mr. Martinez residence does not have a driveway or garage. It should also be noted that the rear half of the property is occupied by different tenants.

Currently, there are five existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 905 E. 5th Street (approved per TSC Item 2013-22), 2) 524 Highland Avenue (approved per TSC Item 2015-04), 3) 524 J Avenue (approved per TSC Item 2015-03), 4) 915 E 4th Street, 5) 437 J Avenue. Per National City Disabled persons parking zone requirements, the total number of blue curb disabled persons parking spaces (including the proposed space in front of 431 J Avenue) would not exceed 4% of the total number of on-street parking spaces available in the area.

Chapter 11.32.225 of the National City Municipal Code is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*

2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*

3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *Although there is usable off-street parking in the rear yard of the property, there is no ADA accessible path of travel. Therefore, this condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City’s Disabled persons parking zone requirements for Special Hardship Cases is met, staff recommends the installation of a blue curb disabled persons parking space with signage.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. National City Municipal Code Disabled Persons Parking Policy

2025-10

Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: Paul M. Martinez

Name of Disabled Person (if different from above): Matilda Martinez

Address: 431 J Avenue

Email: _____ Phone Number: _____

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

   ■YES ☐NO

   If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?

   ☐YES ■NO

   If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?

   ☐YES ☐NO

3. Does your residence have a driveway?

   ☐YES ■NO

   If answered YES, please refer to the following questions:

   a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')?

      ☐YES ☐NO

   b. Is the driveway level?

      ☐YES ☐NO

   c. Is the driveway sloped/inclined?

      ☐YES ☐NO

Additional comments _____

_____

_____

_____

_____

_____

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

DEPARTMENT OF MOTOR VEHICLES

DISABLED PERSON PLACARD IDENTIFICATION CARD/RECEIPT

PLACARD NUMBER:
EXPIRES: 06/30/2027
DATE ISSUED: 02/10/2023

[redacted]

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

TYPE: N1 **TV:** 92 **CO:** 37

DOB:

ISSUED TO

MATILDA MARTINEZ
431 J AVE
NATIONAL CITY CA 91950

Purchase of fuel
(Business & Profession Code 13660):

* State law requires service station to refuel a disabled person's vehicle at self-services rates, except self-service facilities with only one cashier.

When your placard is properly displayed, you may park in or on:

* Disabled person parking spaces (blue zones)
* Metered zones without paying.
* Green zones without restrictions to time limits.
* Streets where preferential parking privileges are given to residents and merchants.

You may not park in or on:

* Red, Yellow, White or Tow Away Zones.
* Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

* Display a placard unless the disabled owner is being transported.
* Display a placard which has been cancelled or revoked.
* Loan your placard to anyone, including family members.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

21768
DPP000 Rev(4/10)

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-10)

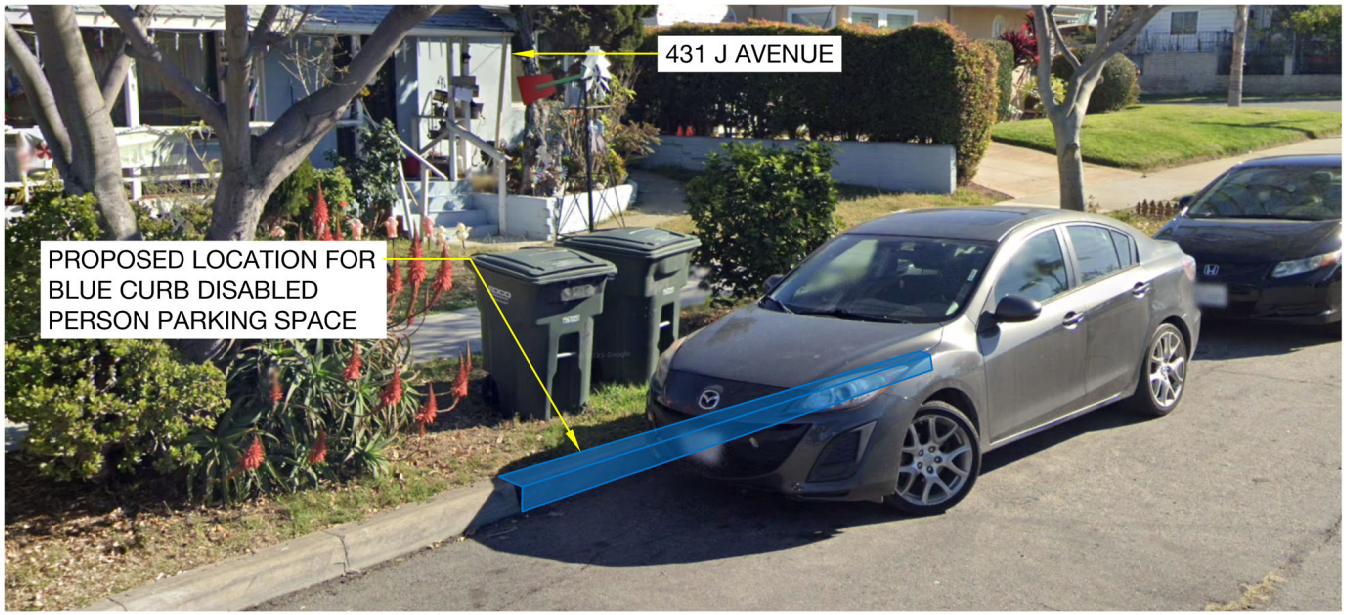


Exhibit B: Location Map Showing Existing Blue Curb Parking Spaces (TSC Item: 2025-10)





Location of proposed blue curb disabled person parking space in front of 431 J Avenue (looking east)



Location of proposed blue curb disabled person parking space in front of 431 J Avenue (looking south)

4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.

5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.

(Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.

B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.

C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.

D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:

1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.

2. Hospitals and convalescent homes with more than 75-bed capacity.

3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.

4. Community service facilities such as senior citizens service centers, etc.

5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.

6. Employment offices for major enterprises employing more than 200 persons.

7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.

8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.

9. Other places of assembly such as schools and churches.

10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.

11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

B. General requirements.

1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.

5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.

C. Special Hardship Cases.

1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."

b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 431 J AVENUE.

WHEREAS, Mr. Paul Martinez, resident of 431 J Avenue, has requested a blue curb disabled persons parking space in front of his residence, for his mother; and

WHEREAS, the resident's mother possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, the resident stated that he is requesting the accommodation since it is difficult for him to find parking in front of his residence and a disabled persons parking space in front of his residence would provide safer access for his mother to reach her house; and

WHEREAS, staff visited the site and observed that Mr. Martinez's residence does not have either a driveway nor a garage; and

WHEREAS, this item was presented to the Traffic Safety Committee on June 11, 2025; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mr. Martinez was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 431 J Avenue, since all three conditions of the Special Hardship Cases section of National City Municipal Code section 11.32.225(C), Disabled persons parking zone, are met.

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 installation of a blue curb disabled persons parking space with signage in front of the residence at 431 J Avenue.

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 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 2, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
League of California Cities Annual Conference – Designation on Voting Delegate and Alternate(s)

RECOMMENDATION:
Adopt a Resolution Entitled, Resolution of the City Council of the City of National City, California, Designating a Voting Delegate and up to Two Alternates to Represent the City of National City at the 2025 League of California Cities Annual Conference and Expo."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The League of California Cities 2025 Annual Conference is scheduled for October 8-10, 2025 at the Long Beach Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly) scheduled on Friday, October 10, 2025. At this meeting, the League membership considers and takes action on resolutions that establish Cal-Cities policy.

In order for cities to cast a vote during the Business meeting, each city's respective City Council must designate a voting delegate. In the instance that the selected voting delegate is unable to serve in that capacity, the League of California Cities' Bylaws afford each City the opportunity to appoint up to two alternate voting delegates.

According to the League's Bylaws, the selection of the voting delegate and alternates must be performed through the official action of the City Council. Furthermore, the voting delegate and alternates must be registered to attend the conference. Eligible individuals who may be selected as the City's voting delegate include the Mayor, each City Council member, as well as any other City official selected by the City Council to serve in this capacity.

At this time, staff respectfully requests that the City Council consider appointing a voting delegate and up to two alternates to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on October 10, 2025.

FINANCIAL STATEMENT:
The travel costs and registration fees associated with this meeting will be charged to the designees' respective FY 2025-26 departmental budgets.

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 - Resolution

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATES TO REPRESENT THE CITY OF NATIONAL CITY AT THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO.

WHEREAS, the City of National City ("City") is a member of good standing of the League of California Cities ("League"); and

WHEREAS, a representative from the City will be attending the 2025 League Annual Conference & Expo October 8-10, 2025; and

WHEREAS, each member city has a right to cast one vote on matters pertaining to League policy at the conference; and

WHEREAS, consistent with the League bylaws, a city's voting delegate and/or alternate must be designated by City Council action, and the individual(s) are identified in the Voting Delegate Form provided to the League Credential Committee.

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 and designates the following Voting Delegate and Alternate(s) to the 2025 League of California Cities Annual Conference:

Voting Delegate: _____

Alternate 1: _____

Alternate 2: _____

Section 2: That this Resolution shall take effect immediately upon its passage.

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.

Section 4: That the City Clerk shall forward a certified copy of the signed Resolution to the League of California Cities no later than the September 24, 2025 deadline.

PASSED and ADOPTED this 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for Beer and Wine Sales at a New Restaurant (Zhangliang Malatang Spicy Hotpot) Located at 1430 E Plaza Boulevard, Suite E20.

RECOMMENDATION:
Staff Recommends Approval of the Sale of On-Site Beer and Wine, Subject to the Recommended Conditions in Planning Commission Resolution No. 2025-11, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Major Mixed-Use District Zone and Would be Accessory to Food Sales in the Restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On August 18, 2025, the Planning Commission recommended approval of the CUP by a unanimous vote of those present.

EXPLANATION:
The operator of Zhangliang Malatang Spicy Hotpot restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 11:00 a.m. to 11:00 p.m. daily.

The Planning Commission conducted a public hearing on August 18, 2025, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Planning Commission Staff Report with attachments
Exhibit B – 8/18/25 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (ZHANGLIANG MALATANG SPICY HOTPOT) TO BE LOCATED AT 1430 EAST PLAZA BOULEVARD, SUITE E20.
Case File No.:	2025-17 CUP
Location:	Southeast corner of East Plaza Boulevard and N Avenue
Assessor's Parcel No:	557-322-14
Staff report by:	Erin Reim, Planning Technician
Applicant:	Shuang Zheng
Zoning designation:	Major Mixed-Use District (MXD-2)
Adjacent use and zoning:	
North:	Shopping Center and Restaurants / MXD-2
East:	Residential / RS-2 (Small Lot Residential)
South:	National School District Administrative Center / I (Institutional)
West:	South Bay Plaza and Residential / MXD-2 and RS-2
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the request for on-site beer and wine sales, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of alcohol is a conditionally-allowed use in the Major Mixed-Use District zone and would be accessory to food sales at the restaurant.

Executive Summary

The operator of Zhangliang Malatang Spicy Hotpot restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 11:00 a.m. to 11:00 p.m. daily.

Site Characteristics

Zhangliang Malatang Spicy Hotpot is a new restaurant in an existing suite in Bay Plaza Shopping Center within the Major Mixed-Use District (MXD-2) zone. The existing suite is 2,540 square feet in size, approximately 1,300 square feet will be dedicated to dining for the restaurant. The dining room will have 72 seats. Surrounding the restaurant is a mix of commercial and residential uses. The properties directly abutting the restaurant are service and retail suites. The closest single-family homes are located east of the property, but are separated by a significant grade change.

The property is located in Census Tract 117, which covers the area between National City Boulevard and N Avenue, and between East 8th Street and East 18th Street. The area encompasses a range of residential, institutional, and commercial uses, including a variety of restaurants that serve alcohol. The restaurant is located on the southeast corner of East Plaza Boulevard and N Avenue.

Proposed Use

The applicant is proposing beer and wine sales (ABC Type-41) in conjunction with food sales at the restaurant. Restaurant hours will be 11:00 a.m. to 11:00 p.m. daily. Proposed hours for alcohol sales are the same as the restaurant. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code (LUC) allows for on-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for

alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation

Restaurants with on-site alcohol sales have been approved with varying hours throughout the city. Most recently, three restaurants in 2024 were approved for on-site alcohol sales of beer and wine (ABC Type-41). For reference, the recent restaurants are:

Name	Address	License Type*	Approved Hours
La Malcriada Birrieria	1604 E 18th St.	41	8:00 a.m. - 10:00 p.m. inside 8:00 a.m. - 9:00 p.m. outside
Tacos El Franc	3030 Plaza Bonita Rd.	41	10:00 a.m. - 10:00 p.m. daily
Mariscos La Capital	801 National City Blvd.	41	8:00 a.m. - 11:30 p.m. daily

*Type 41 – On-Sale Beer and Wine

Based on the recently approved hours for restaurants with alcohol sales, staff is amenable to the hours proposed by the applicant. Proposed hours for alcohol sales are from 11:00 a.m. to 11:00 p.m. daily. These hours are consistent with previous approvals and the surrounding major commercial area. It should be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 520 occupants and owners. No public comment has been received as of the writing of this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the LUC, a community meeting was held Monday, July 14, 2025 at 10:00 a.m. at the subject restaurant. The meeting advertisement is attached (Attachment 8); there were no community members in attendance.

Distance Requirements - Section 18.030.050 (D) of the LUC requires a 660-foot distance from any public school; there are no schools within 660 feet of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately 51% of its floor area devoted to seating.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently 18 on-site licenses in Census Tract 117, where a maximum of ten are recommended. However, of those 18, two are catering licenses and one is a VFW hall. The Census Tract is considered over concentrated by ABC with regard to on-site alcohol sale outlets. Concentration of on-site licenses is higher in this area due to more commercial businesses operating in Census Tract 117, which includes a portion of downtown and a major commercial area along East Plaza Boulevard.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low Risk category (Low Risk is considered 12 points or less). The Risk Assessment is included as Attachment 6. No additional recommendations were provided by PD.

Institute for Public Strategies

Comments were received from IPS with the following considerations:

1. Require that staff and management attend an in-person Responsible Beverage Sales and Service training.
2. Require signage posted that open containers of alcoholic beverages must remain inside the restaurant and may not be consumed at the tables outside.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. Conditions of approval are included that restrict the hours of alcohol sales and off-site alcohol consumption.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales are allowable within Major Mixed-Use District zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to a restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales are a permitted use, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is consistent with the Major Mixed-Use District zone land use designation and the Land Use Element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed, minor interior improvements through a Building permit have been completed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limits the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. There is no live entertainment proposed on site.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building suite, interior alterations are allowed under the exemption, and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use District zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add to the character and vibrancy of the area.

Findings for Denial
The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already fifteen restaurants in the same Census Tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Major Mixed-Use District zone; alcohol sales will be accessory to a restaurant use in an established commercial area; beer and wine will only be available with the sale of food; the Census Tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses; and the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2025-17 CUP, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2025-17 CUP based on the attached findings or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2025-17 CUP, dated 7/22/2025)
4. Public Hearing Notice (Sent to 520 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. Institute for Public Strategies Comments
8. Community Meeting Information

RESOLUTION NO. 2025-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (ZHANGLIANG MALATANG SPICY HOTPOT) TO BE LOCATED AT 1430 EAST PLAZA BOULEVARD, SUITE E20.
CASE FILE NO. 2025-17 CUP
APN: 557-322-14

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at a new restaurant (Zhangliang Malatang Spicy Hotpot) located at 1430 East Plaza Boulevard Suite E20. At a duly advertised public hearing held on August 18, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2025-17 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 18, 2025, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales are allowable within the Major Mixed-Use District zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. It is incidental to a new restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales, subject to a CUP, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is

consistent with the Major Mixed-Use District zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed alcohol sales would be incidental to the primary use of food sales.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building suite, interior alterations are allowed under the exemption, and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use District zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add charm and vibrancy to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding

uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a new restaurant (Zhangliang Malatang Spicy Hotpot) located at 1430 East Plaza Boulevard Suite E20. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-17 CUP, dated 7/22/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be

made payable to the San Diego County Clerk and submitted to the National City Planning Department.

Planning

8. No alcohol sales or consumption shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 11:00 a.m. to 11:00 p.m. daily.
11. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
12. Alcohol shall be available only in conjunction with the purchase of food.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. Signs shall be posted in the restaurant, including on all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant and may not be taken off-premises.
15. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.
16. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

17. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2025-11

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (ZHANGLIANG MALATANG SPICY HOTPOT) TO BE LOCATED AT 1430 EAST PLAZA BOULEVARD SUITE E20.
CASE FILE NO. 2025-17 CUP
APN: 557-322-14

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales at a new restaurant (Zhangliang Malatang Spicy Hotpot) located at 1430 East Plaza Boulevard Suite E20. At a duly advertised public hearing held on August 18, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2025-17 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 18, 2025 support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already fifteen restaurants in the same census tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

2025-17 CUP – 1430 E Plaza Boulevard Suite E20 – Overhead

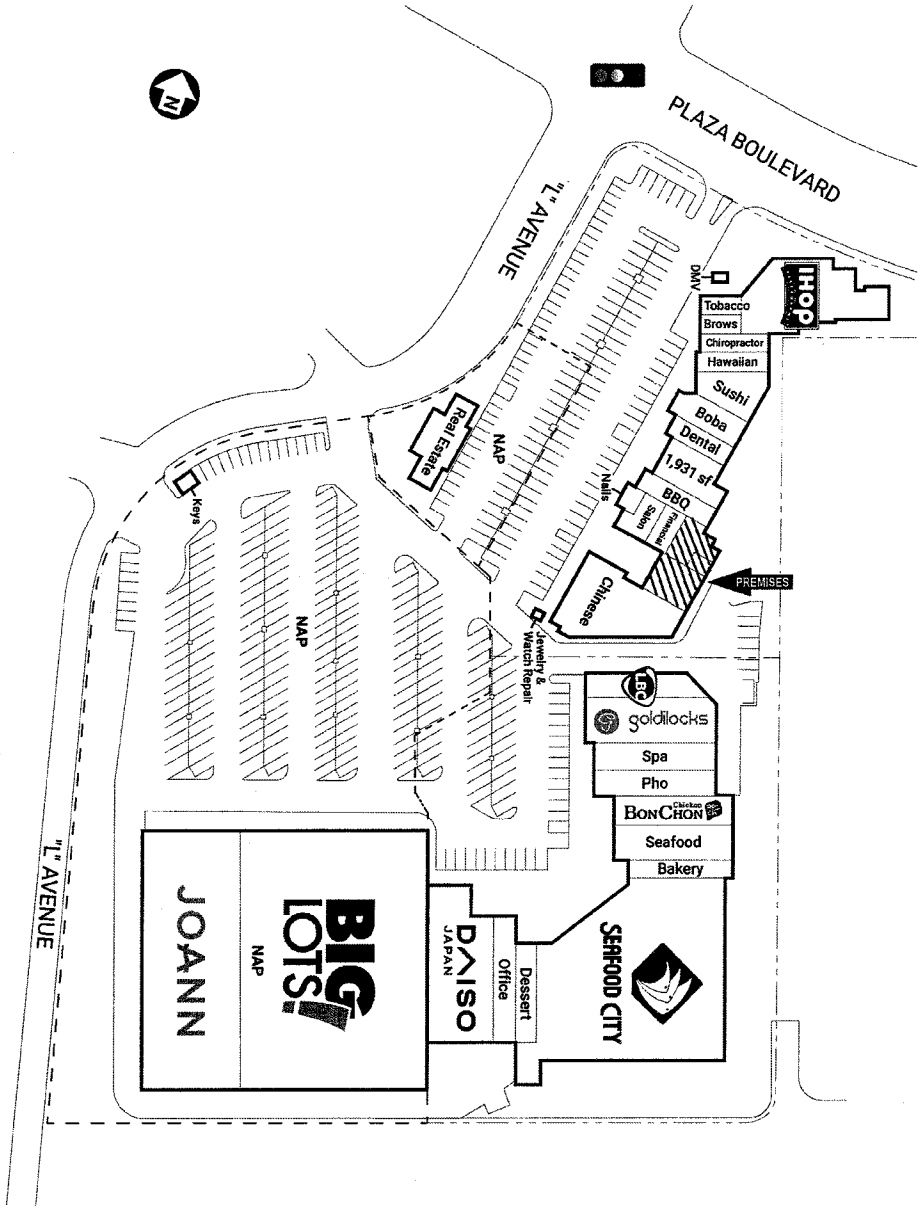


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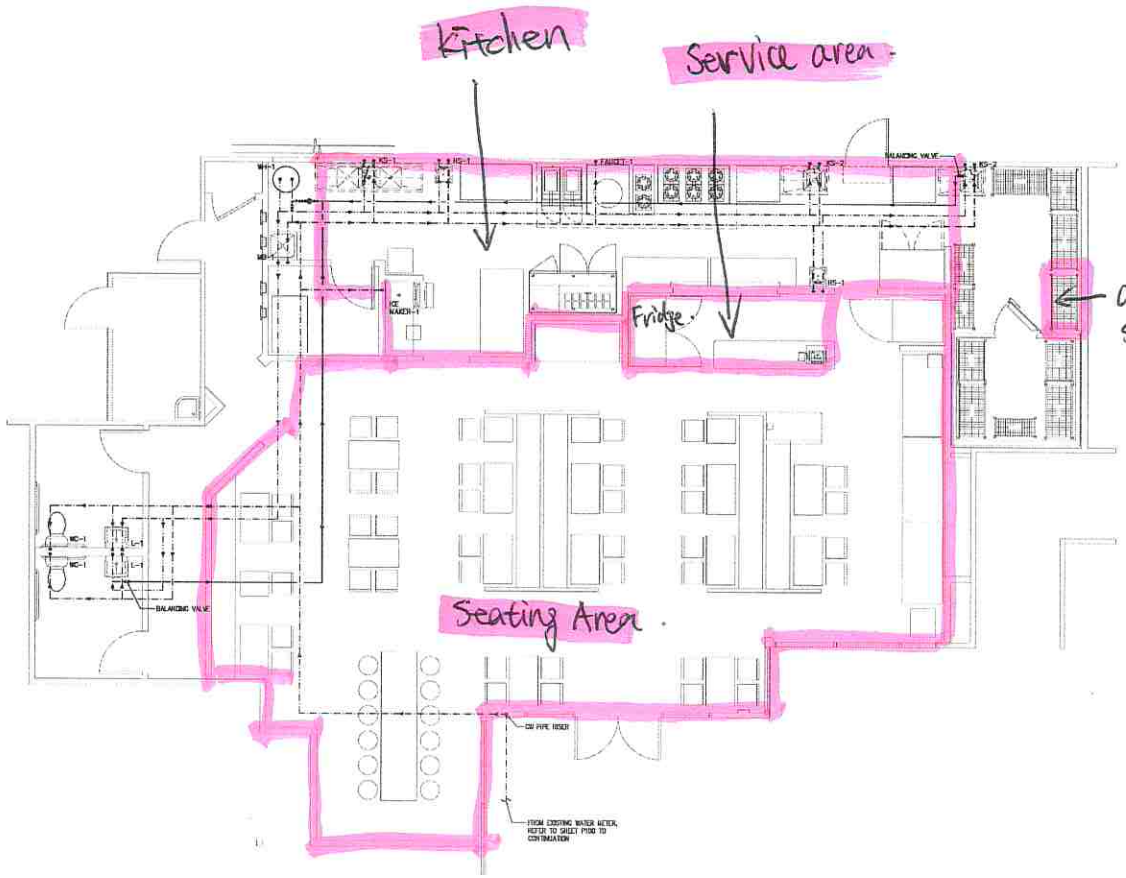
EXHIBIT A

BAY PLAZA

SITE PLAN



THE SITE PLAN, ATTACHED AND INCORPORATED HEREIN, IS INTENDED TO BE AN APPROXIMATE DEPICTION OF THE PRESENT CONCEPT OF THE CENTER AND THE IMPROVEMENTS THEREOF. NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT TO THE ACTUAL LOCATION OR NUMBER OF THE RETAIL STORES, BUILDINGS, CURB CUTS, ABUTTING THOROUGHFARES, PARKING AREAS, TRAFFIC PATTERNS, OR OF TENANTS INTENDED TO BE INCLUDED WITHIN THE CENTER. LANDLORD SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE CONTENT AND CONFIGURATION OF THE CENTER FROM TIME TO TIME AND AT ANY TIME AS LANDLORD DESIRES IN ITS SOLE AND ABSOLUTE DISCRETION.



Seats available: 72.

Dining Area: about 1300 sqft.

PROENGINEERING

KAZEN ARCHITECTURE
9939 HIBERT STREET SUITE 202 • SAN DIEGO, CA 92131

REVISIONS	REF

REGISTERED PROFESSIONAL ENGINEER
RAMIRO PEREZ
No. 25483
Exp. 12-31-25
MECHANICAL
STATE OF CALIFORNIA

SPICY HOT POT

A NEW RESTAURANT TENANT IMPROVEMENT
1430 EAST PLAZA BOULEVARD, SUITE E20
NATIONAL CITY, CALIFORNIA

HW & CW PLAN

CITY SUBMITTAL 20 JUNE 2024	
DATE	07/03/2024
SCALE	
DRAWN	RP
PROJECT	24-332

SHEET
P201

HW & CW PLAN
SCALE: 1/4"=1'-0"

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (ZHANGLIANG MALATANG SPICY HOTPOT) TO BE LOCATED AT 1430 EAST PLAZA BOULEVARD SUITE E20.

CASE FILE NO.: 2025-17 CUP

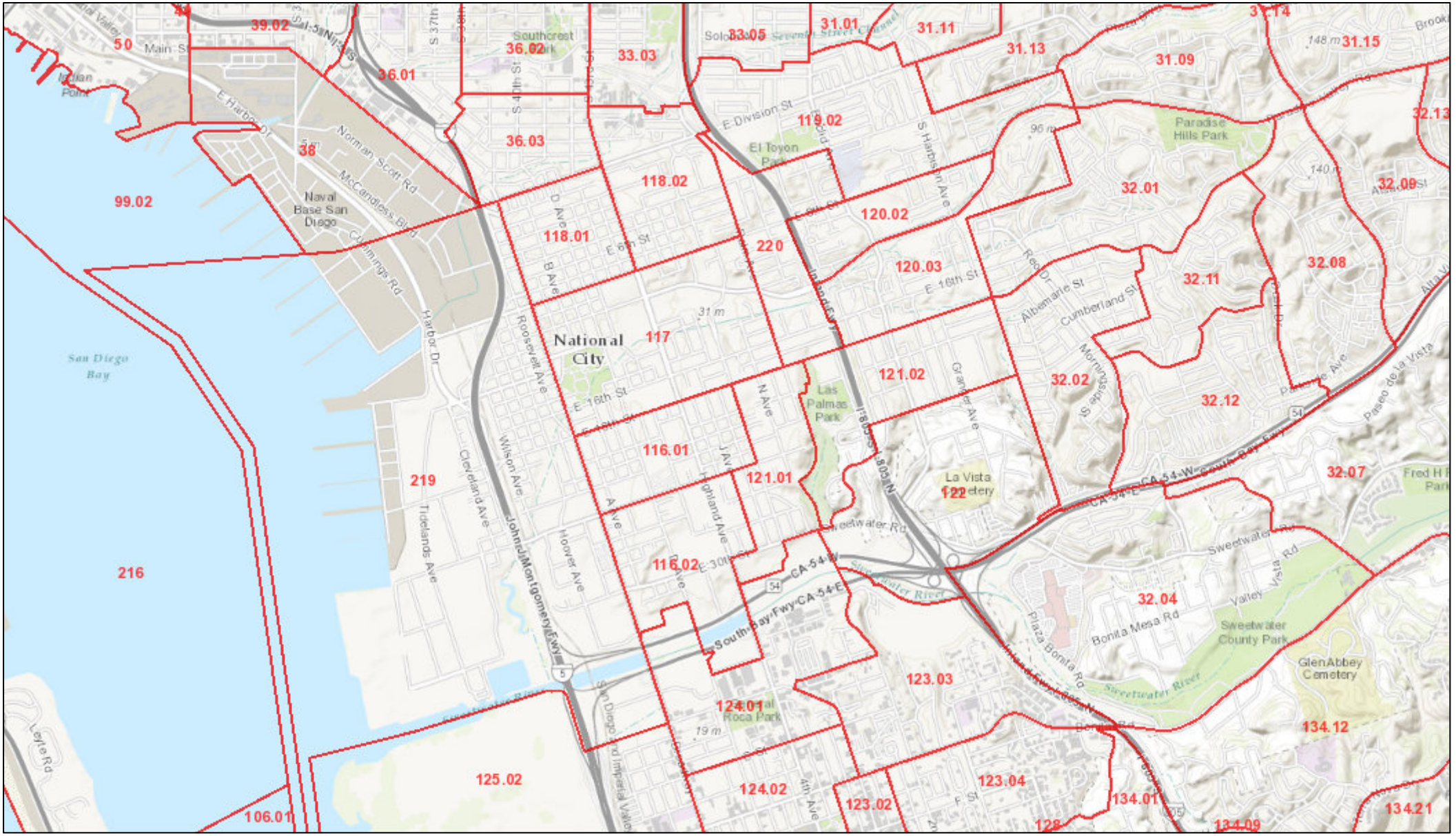
APN: 557-322-14

NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **August 18, 2025**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

The applicant (Applicant: Shuang Zeng) is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales at a new restaurant (Zhangliang Malatang Spicy Hotpot). The restaurant is proposing alcohol sales from 11:00 a.m. to 11:00 p.m. daily. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **August 18, 2025** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.



August 25, 2014

CensusTracts 2010

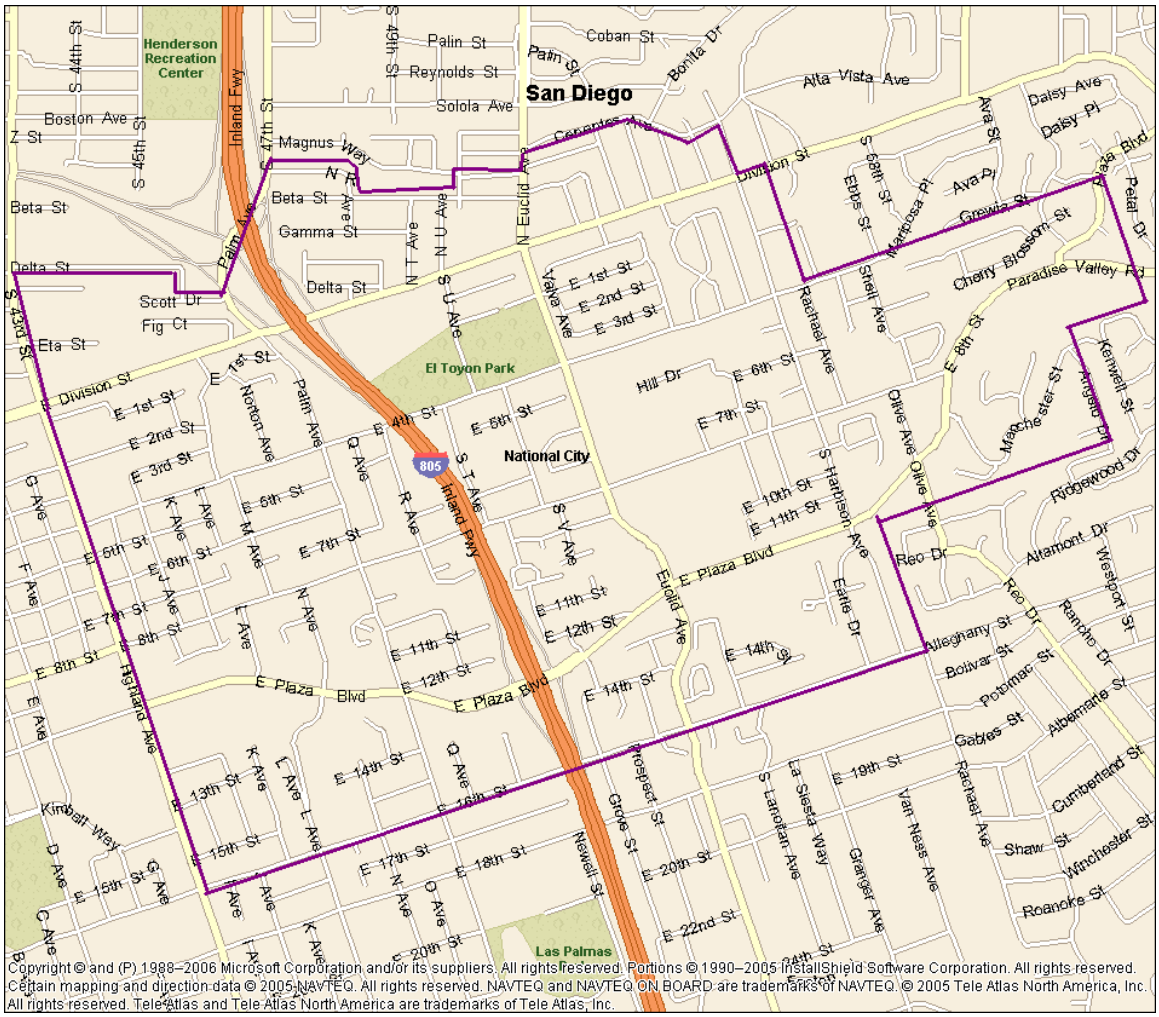
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5



City of National City
Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 05/06/25

BUSINESS NAME: Zhangling Malatang Spicy Hotpot
ADDRESS: 1430 E. Plaza Blvd, National City, CA 91950

OWNER NAME: Shuang Zheng DOB: 11/07/85
OWNER ADDRESS: 1179 Clover Tree Court, Chula Vista, CA 91913
(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

Census Tract #117

There are (10) on sale licenses authorized in tract 117

There is (18) active on sale licenses in tract 117

There are (4) off sale licenses authorized in tract 117

There are (10) active off sale licenses in tract 117

VI. Calls for Service at Location (for previous 6 months)

Below (1 pt)
✔ Average (2 pts)
Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

Mostly commercial businesses (1 pt)
✔ Some businesses, some residential (2 pts)
Mostly residential (3 pts)

VIII. Owner(s) records check

✔ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 12

OWNER NAME: Anwen Gong Dallaire DOB: 08/18/87
OWNER ADDRESS: 1975 Padding River Road, Chula Vista, CA 91913

OWNER NAME: Sunxin He DOB: 02/04/87
OWNER ADDRESS: 1311 Costa Avenue, Chula Vista, CA 91911

Recommendation:

This business assess at a low risk. This business and the area in front of it are still under construction.

Completed by: Camacho Badge ID: 449

Revised: 8/16

Environmental Scan
Conditional Use Permit (CUP)
for alcohol sales (Beer & Wine) at a new restaurant

1430 E Plaza Blvd., Suite E20, National City, CA 91950
Conducted: May 8, 2025



Photo of the proposed location

An environmental scan was conducted at 3 p.m. on Thursday, May 8, 2025, for alcohol sales (Beer & Wine, Type 41) at a new restaurant. The location is in a strip mall where Big Lots is the anchor tenant. A Chinese restaurant is to the right and a Money Remittance and Jewelry business is to the left. Several small round tables with benches are located in the shared courtyard.

Proposed hours
Alcohol Sales: 10:30 a.m. to 11 p.m. daily (per the application)

During a scan of the business and premises, the following was noted:

- There are numerous restaurants in this strip mall.
- A smoke shop is located 215 away.
- A sign in the window indicated that a community meeting regarding the proposed CUP was held on May 7. IPS was not notified of the meeting as we usually are. According to the sign, restaurant hours will be 11 a.m. to 9 p.m. daily.

Youth Sensitive Areas/Other Vulnerable Locations

Chuck E. Cheese (approximately 1,585 feet away)
National City Middle School (approximately 3,700 feet away)
John A. Otis Elementary School (approximately 4,225 feet away)

Churches

Bethel Evangelical Church (approximately 2,100 feet away) is the closest one to this location.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or applicant or incidents in the area have occurred that would discourage allowing alcohol sales. According to the National Institute of Health, increasing alcohol outlet density is well-documented to be associated with increased alcohol use and problems.

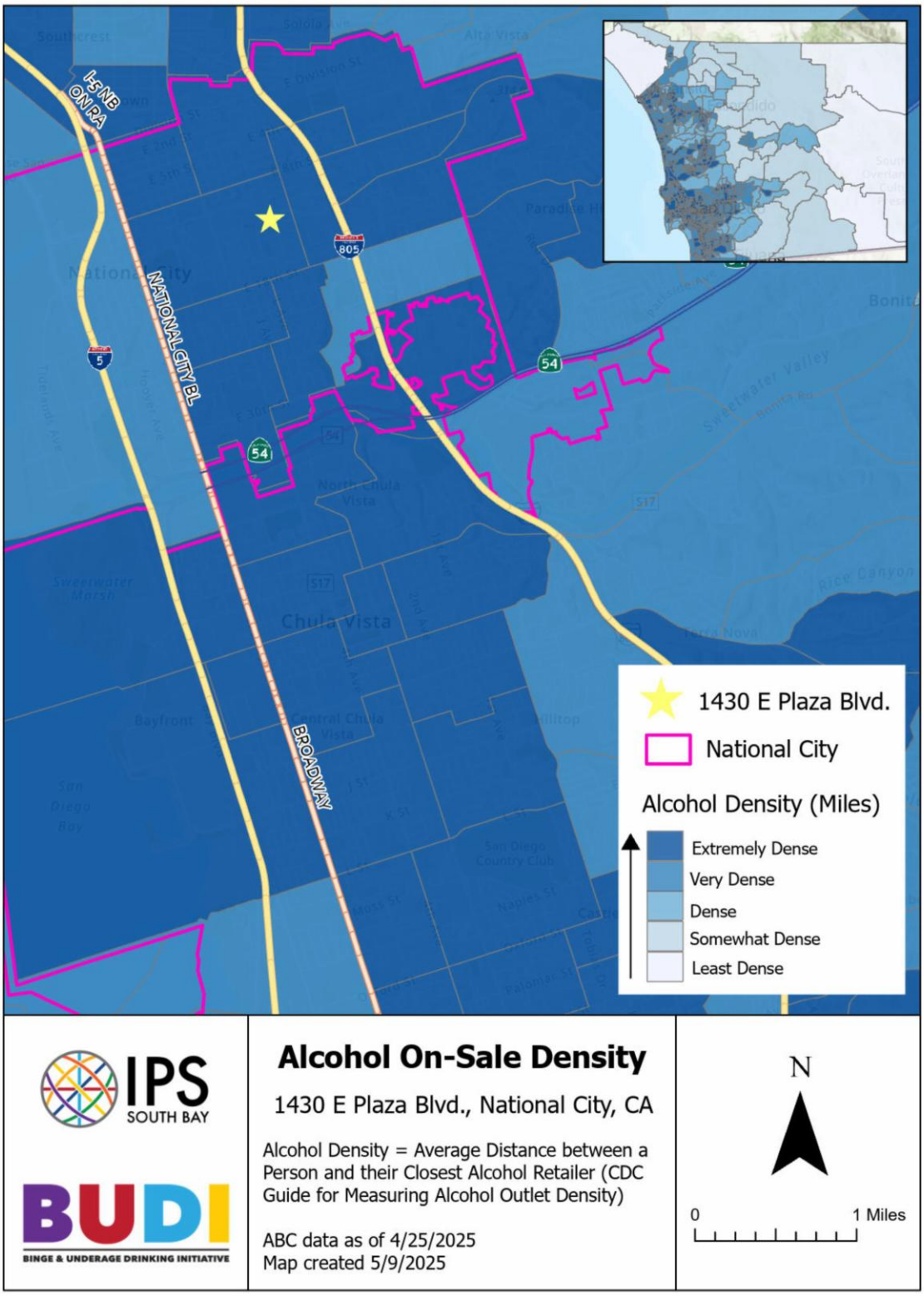
Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as "extremely dense."

IPS has begun utilizing the following scale to more clearly define outlet density.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)

The mean distance of a person to their closest on-sale license in National City is 0.32 miles.

Within the census tract that 1430 E Plaza Blvd is in, the density is 0.12 miles, which is denser than the overall average for National City.


I-5 NB ON RA
NATIONAL CITY BL
BROADWAY
805
5
54
54
1430 E Plaza Blvd.
National City
Alcohol Density (Miles)
Extremely Dense
Very Dense
Dense
Somewhat Dense
Least Dense
IPS SOUTH BAY
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE
Alcohol On-Sale Density
1430 E Plaza Blvd., National City, CA
Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)
ABC data as of 4/25/2025
Map created 5/9/2025
N
0
1 Miles

Considerations

The following are considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. Require signage posted that open containers of alcoholic beverages must remain inside the restaurant and may not be consumed at the tables outside.

Community Meeting Notice

Shunfa888 LLC (Zhangliang Malatang Spicy Hotpot)
1430 E Plaza Blvd, Suite E20, National City, CA 91950

You Are Invited!

Project Description:
Shunfa888 LLC is applying for a Conditional Use Permit to allow the sale of beer and wine (Type 41 License) with meals at Zhangliang Malatang Spicy Hotpot.
The restaurant will operate daily from 11:00 AM to 9:00 PM.

Meeting Details:
- Date: 7/14, 2025
- Time: 10:00 AM – 10:30 AM
- Location: 1430 E Plaza Blvd, Suite E20, National City, CA 91950

Contact Information:
- Email: shunfa888usa@gmail.com
- www.zhangliangsd.com

We welcome your participation and input!

Community Meeting Summary Report

Project Name:
Zhangliang Malatang Spicy Hotpot – Conditional Use Permit (CUP)

Project Address: 1430 E Plaza Blvd, Suite E20, National City, CA 91950

Applicant: Shunfa888 LLC

Meeting Date: July 14, 2025
Meeting Time: 10:00 AM – 10:30 AM

Meeting Location:
1430 E Plaza Blvd, Suite E20, National City, CA 91950

1. Notification Process

- A notice was mailed out on [5/1/2025].

2. Meeting Summary

Overview:
The applicant hosted a community meeting to discuss a proposed Conditional Use Permit (CUP) for the sale of beer and wine (Type 41 License) at Zhangliang Malatang Spicy Hotpot. Details regarding the project, restaurant operations, and responsible alcohol service commitments were presented.

Discussion Points:
- Business operations (hours: 11:00 AM – 11:00 PM, 7 days/week).
- Beer and wine to be served with meals only (no bar service).
- Emphasis on maintaining a family-friendly environment.
- Compliance with all city and ABC regulations.

3. Attendance

- Total Number of Attendees: [0]
- Attached: Sign-in sheet with attendee information.



City of National City Planning Commission Meeting

MEETING OF AUGUST 18, 2025



Public Hearing

CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT (ZHANGLIANG MALATANG SPICY HOTPOT) TO BE LOCATED AT 1430 EAST PLAZA BOULEVARD, SUITE E20

2025-17 CUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Overhead



Site Characteristics

- Zhangliang Malatang Spicy Hotpot
  - New 2,540 square foot restaurant in Bay Plaza shopping center
- Bay Plaza
  - Located on the southeast corner of East Plaza Boulevard and N Avenue
  - Major Mixed Use District (MXD-2) zone
- Surrounded by commercial and residential uses
  - Primarily commercial
  - Single-family residences located east of the property, separated by a significant grade change

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

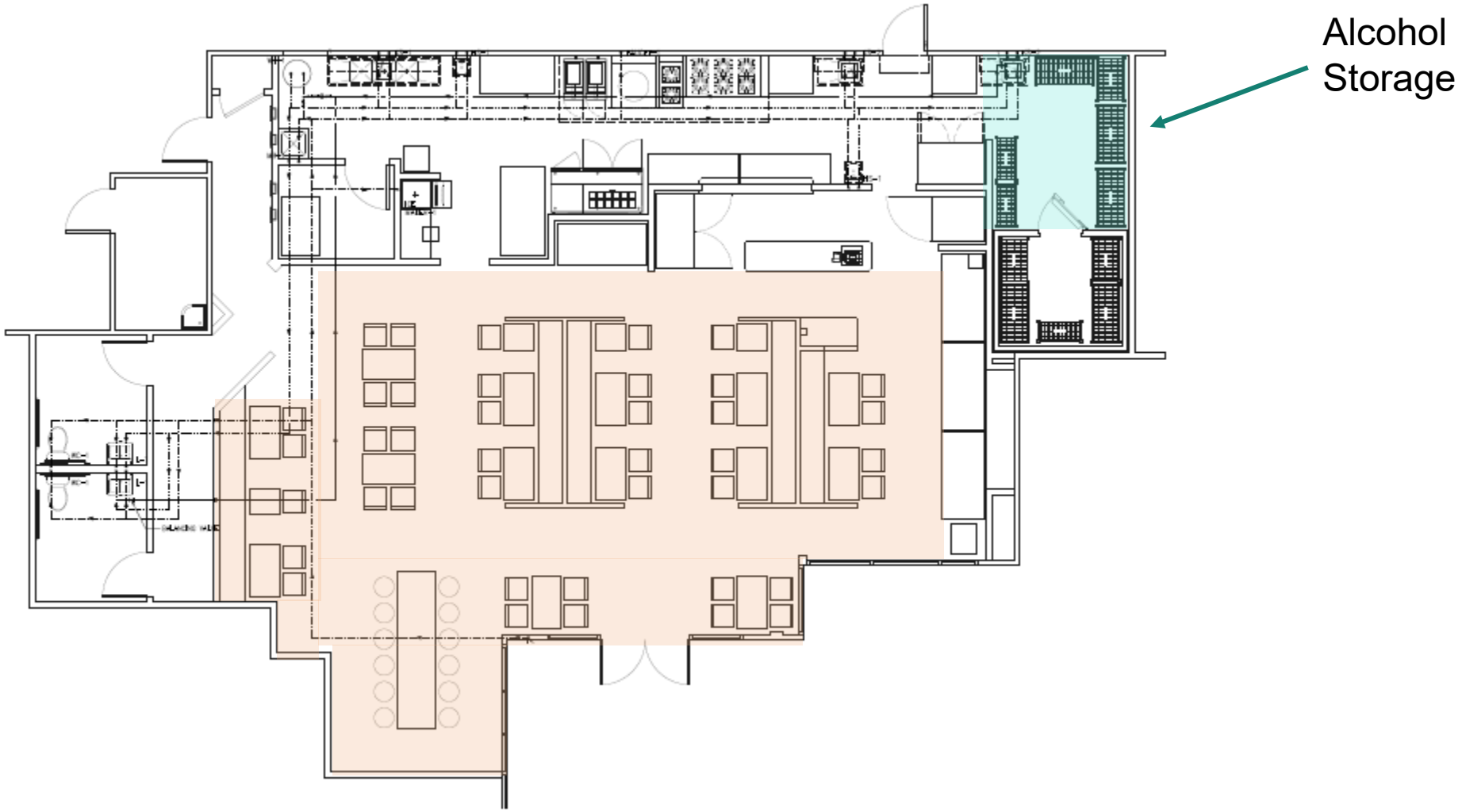
Front View



Proposal

- The business is proposing beer and wine sales (ABC Type-41) at the restaurant
- Proposed hours for alcohol sales are from 11:00 a.m. to 11:00 p.m. daily
- Floor plan indicates the dining area
  - 72 seats available in the dining area

Floor Plan



Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption with approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (520)
  - Community meeting – Held July 14th, 2025 – No attendees
- Census Tract 117 – 18 on-sale license where ten are recommended
  - Considered overconcentrated
  - Covers the area between National City Boulevard and Palm Avenue, and between East 8th Street and East 18th Street
- Distance requirements – Not applicable for restaurants with 30% of their floor area dedicated to seating
  - Zhangliang Malatang Spicy Hotpot has 51% of their floor area dedicated to seating
  - Not located within 660 feet of a public school
- Adhere to City Council Policy 707
  - Standard conditions

Staff Analysis – Hours of Operation

- Proposed Hours
  - Alcohol Sales -11:00 a.m. to 11:00 p.m. daily
- Recent Approvals

Business	Alcohol	Approved
La Malcriada Birrieria	8:00 am-10:00 pm inside 8:00 am-9:00 pm outside	2024
Tacos El Franc	10:00 am-10:00 pm daily	2024
Mariscos La Capital	8:00 am-11:30 pm daily	2024

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Comments

Police Department (PD)

- Risk Assessment – 12 points
  - Low Risk – 12 or less points
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff
- Require signage posted that open containers of alcoholic beverages must remain inside the restaurant and may not be consumed at the tables outside

Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the restaurant
- Application-specific conditions
  - IPS comments related to signs indicating that alcohol must be consumed inside the restaurant and may not be taken off the premises

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption is a conditionally-allowed use in MXD-2 zone
  - Alcohol sales would be accessory to the business in an established mixed-use area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts

Options

- Find project exempt from CEQA & approve 2025-17 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2025-17 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

Next Regularly-Scheduled Meeting

SEPTEMBER 15, 2025

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for the Addition of Distilled Spirits to an Existing Beer and Wine License at an Existing Target Located at 3060 Plaza Bonita Road.

RECOMMENDATION:
Staff Recommends Approval of the Addition of Distilled Spirits to the Existing Permit for the Sale for Off-Site Consumption of Beer and Wine, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2025-10, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in the Major Mixed-Use District Zone and Would Continue to be Accessory to the Retail and Grocery Sales at the Existing Target.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On August 18, 2025, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended approval of the item with additional conditions of approval related to the operational standards:

- Distilled spirits shall only be handled by properly trained employees until purchased.
- Instructional tastings shall only be permitted between the hours of 11:00 a.m. to 7:00 p.m. Friday through Sunday.

EXPLANATION:
The operator of Target has applied to upgrade their existing California Department of Alcoholic Beverage Control (ABC) Type 20 license for off-sale beer and wine to an ABC Type 21 for off-sale beer, wine, and distilled spirits with an ancillary ABC Type 86 instructional tasting license. Existing and proposed hours of alcohol sales are 7:00 a.m. to 12:00 a.m. daily, consistent with their expected hours of operation. Target's store hours are from 8:00 a.m. to 10:00 p.m. daily with extended hours during holidays.

The Planning Commission conducted a public hearing on August 18, 2025, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Planning Commission Staff Report with attachments
Exhibit B – 8/18/25 Planning Commission PowerPoint slides

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING TARGET LOCATED AT 3060 PLAZA BONITA ROAD.
Case File No.:	2025-14 CUP
Location:	3060 Plaza Bonita Road
Assessor's Parcel No.:	564-472-09
Staff report by:	Erin Reim, Planning Technician
Applicant:	Target Corporation
Zoning designation:	Major Mixed-Use District (MXD-2)
Adjacent use and zoning:	
North:	Single-Family Residential (RS-2)
East:	Medium-Low Density Residential (RS-3), County of San Diego
South:	Open Space (OS), City of Chula Vista
West:	Open Space (OS), Caltrans Right of Way (805), City of Chula Vista
Environmental review:	Categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the addition of distilled spirits to the existing sale of off-sale beer and wine, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of alcohol is a conditionally-allowed use in the Major Mixed-Use District zone and would continue to be accessory to the retail and grocery sales at the existing Target.

Executive Summary

The operator of Target has applied to upgrade their existing California Department of Alcoholic Beverage Control (ABC) Type 20 license for off-sale beer and wine to an ABC Type 21 for off-sale beer, wine, and distilled spirits with an ancillary ABC Type 86 instructional tasting license. Existing and proposed hours of alcohol sales are 7:00 a.m. to 12:00 a.m. daily, consistent with their expected hours of operation. Target's store hours are from 8:00 a.m. to 10:00 p.m. daily with extended hours during holidays.

Site Characteristics

Target is an existing 127,000 square-foot anchor store located on the south side of Sweetwater Road and the east side of Plaza Bonita Road in the Major Mixed-Use District (MXD-2) zone. Target is located in the Plaza Bonita Shopping Center. The site is surrounded by various open space and residential uses. No other locations with off-sale alcohol are in the vicinity.

The location was previously approved for the sale of beer and wine for off-site consumption within the Target in 2006 through CUP-2005-23. Per the applicant's floor plan, the area dedicated to alcohol sales consists of an aisle and back shelf for a total 156 linear feet which is a 56-foot increase from the existing 100 linear feet of display area for beer and wine. This represents a small portion of Target's floor area.

Proposed Use

The applicant is proposing to sell distilled spirits with ancillary instructional alcohol tastings (ABC Type-21 with a Type-86 alcohol license) in addition to the currently-licensed beer and wine for off-site consumption (ABC Type-20). The applicant is proposing to add distilled spirits in a section of the Target that has been previously designated for alcohol. Staff is recommending that the shelving occupied by distilled spirits be locked up as a condition of approval.

The location currently has an approved Conditional Use Permit (CUP) and ABC license for the sale of beer and wine. The previously approved hours for alcohol sales were 7:00 a.m. to 12:00 a.m. daily. The applicant's request for the proposed hours of 7:00 a.m. to 12:00 a.m. daily reflect the current hours of operation with extended hours for holidays.

The ancillary alcohol tastings will take place on occasion from Friday to Sunday from 11:00 a.m. to 7:00 p.m. The tasting area will be in close proximity to the alcohol section of the store. Tasting events will be cordoned off by a temporary barrier and no one under 21 will be permitted to enter the designated area. Customers tasting alcohol will not be permitted to leave the tasting area with any open containers of alcohol. ABC Type 86 Instructional tastings are regulated by the State including hours of operation and the amount of alcohol provided.

Analysis

Section 18.30.050 of the Land Use Code allows for alcohol sales for off-site consumption with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city. As an ancillary use, the tasting activity is not subject to a CUP, as no alcohol is being sold. However, the ABC Type 86 license requires that the licensee maintain a Type 21 license. In other words, no tasting is permitted unless there is a retail license at the premises.

Hours of Operation

Conditions of approval for alcohol sales reflect what the applicant has requested, 7:00 a.m. to 12:00 a.m. daily. No change in the previously approved hours for alcohol sales were requested.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 246 occupants and owners. No public comment has been received as of the writing of this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the Land Use Code, a community meeting was held on Wednesday, May 28, 2025 at 9:30 a.m. at the conference room in Target. The meeting advertisement is attached (Attachment 8); no community members attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code has no minimum distance requirements from schools or other uses for grocery stores, convenience stores or other retail establishments involving the sale of alcohol for off-site consumption as an accessory use.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there is currently one off-sale license in Census Tract 32.04, where a maximum of two are recommended. The applicant holds the one existing license. The Census Tract is not considered over concentrated with off-site alcohol sales outlets by ABC. No increase in the number of licenses would occur.

Many of the issues related to off-sale licenses are related to the availability of smaller quantities and cheaper products, most of which are related to businesses not originally subject to a CUP (legal nonconforming). However, businesses with CUPs are limited to the quantity and size of beer bottles (e.g., no sale of single cans or bottles) and the size of wine bottles and their alcoholic content (e.g., containers less than 750 milliliters nor greater than 15% content by volume). Because the subject business has an existing CUP, it is already subject to standard conditions related to alcohol.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 15 points, which places it in the Medium Risk category (Medium Risk is considered 13 to 18 points). Of note, the area has both a high crime rate and number of calls for service. A large percentage of calls for service in this area are related to petty theft/shoplifting at the shopping center. Therefore, the crime rate is higher than it would otherwise be. As such, staff recommends a locked display area for distilled spirits as an additional deterrent for theft. The risk assessment is included as Attachment 6.

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. Keep all distilled spirits in a locked storage container.

3. Require positioning of a tasting area in a location not visible from juice, soda, or other youth-friendly snacks.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7. Conditions of approval are included that restrict the display of distilled spirits to locked areas. The tasting area will be located in close proximity to the location of the alcohol shelves, which will not change from the previous approval.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales in conjunction with a retail and grocery store are allowable within the Major Mixed-Use District zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to the existing Target in a mixed-use area.

2. General Plan Consistency: Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a store with alcohol sales is consistent with the Major Mixed-Use District zone land use designation contained in the Land Use Code and Land Use Element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of a retail and grocery store.

4. No Nuisance: The proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members involved in the sale of alcohol are required to receive RBSS training.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from

environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use District zone.

6. Public Convenience and Necessity: The retail and grocery store, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local commercial offerings in the area.

Findings for Denial

The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of off-site alcohol sales may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for the off-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to off-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for off-site consumption being a conditionally-allowed use in the Major Mixed-Use District zone; the addition of distilled spirits to the sale of beer and wine at an existing Target will be accessory to the retail and grocery store use in an established mixed-use area; the Census Tract in which Target is located is not considered over-concentrated with regard to off-sale alcohol licenses; and the Police Department has classified the establishment as Medium Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2025-14 CUP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2025-14 CUP based on the attached findings, or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2025-14 CUP, dated 06/05/2025)
4. Public Hearing Notice (Sent to 246 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information

RESOLUTION NO. 2025-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING TARGET LOCATED AT 3060 PLAZA BONITA ROAD.
CASE FILE NO. 2025-14 CUP
APN: 564-472-09

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing Target located at 3060 Plaza Bonita Road. At a duly advertised public hearing held on August 18, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-14 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 18, 2025, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales are allowable within the Major Mixed-Use District zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. Sales will be incidental to the existing Target in a commercial area. Furthermore, alcohol sales (beer and wine) have been approved for sale on site since 2006.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales, subject to a CUP, which is consistent with the General Plan. In addition, a retail and grocery store with

alcohol sales is consistent with the Major Mixed-Use District zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed uses would be incidental to the primary use of retail and grocery sales.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit hours and the manner in which alcohol is sold. In addition, all staff members involved in the sale of alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use District zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the retail and grocery store, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcohol. The sale of beer, wine, and distilled spirits will contribute to a diversity of local community offerings in the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the off-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community with a more diverse selection of goods to purchase from the grocer.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer, wine, and distilled spirits for off-site consumption at an existing Target located at 3060 Plaza Bonita Road. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-14 CUP, dated 06/05/2025.
2. Unless specifically modified by this resolution, all Conditions of Approval of Planning Commission Resolution No. 3-2006 shall remain in full force and effect.
3. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
4. This permit shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.
5. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
6. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
7. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
8. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be

made payable to the County Clerk and submitted to the National City Planning Department.

Planning

9. No sales of distilled spirits shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.
10. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
11. Distilled spirits shall be stored on lockable shelves accessible only to properly trained employees.
12. Distilled spirits shall only be handled by properly trained employees until purchased.
13. All required signage related to the sale of alcohol shall be written in both English and Spanish translation.
14. The premises shall be kept free of graffiti and litter in conformance with the National City Municipal Code. The operator or property manager shall take responsive action within a 24-hour period upon receipt of any notice provided by Code Enforcement pertaining to graffiti or litter.
15. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. Instructional tastings shall be conducted as an accessory use to off-sale beer, wine, and distilled spirits for customers. This use is only permitted with the issuance of a Type 86 license from the California Department of Alcoholic Beverage Control.
17. Instructional tastings shall only be permitted between the hours of 11:00 a.m. to 7:00 p.m. Friday through Sunday.
18. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

19. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

<u>Indemnification Agreement</u>

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

RESOLUTION NO. 2025-10

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING TARGET LOCATED AT 3060 PLAZA BONITA ROAD.
CASE FILE NO. 2025-14 CUP
APN: 564-472-09

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for off-site sale of beer, wine, and distilled spirits at an existing Target located at 3060 Plaza Bonita Road. At a duly advertised public hearing held on August 18, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-14 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 18, 2025, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of off-site alcohol sales may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for the off-site sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 18, 2025, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

2025-14 CUP – 3060 Plaza Bonita Road – Overhead



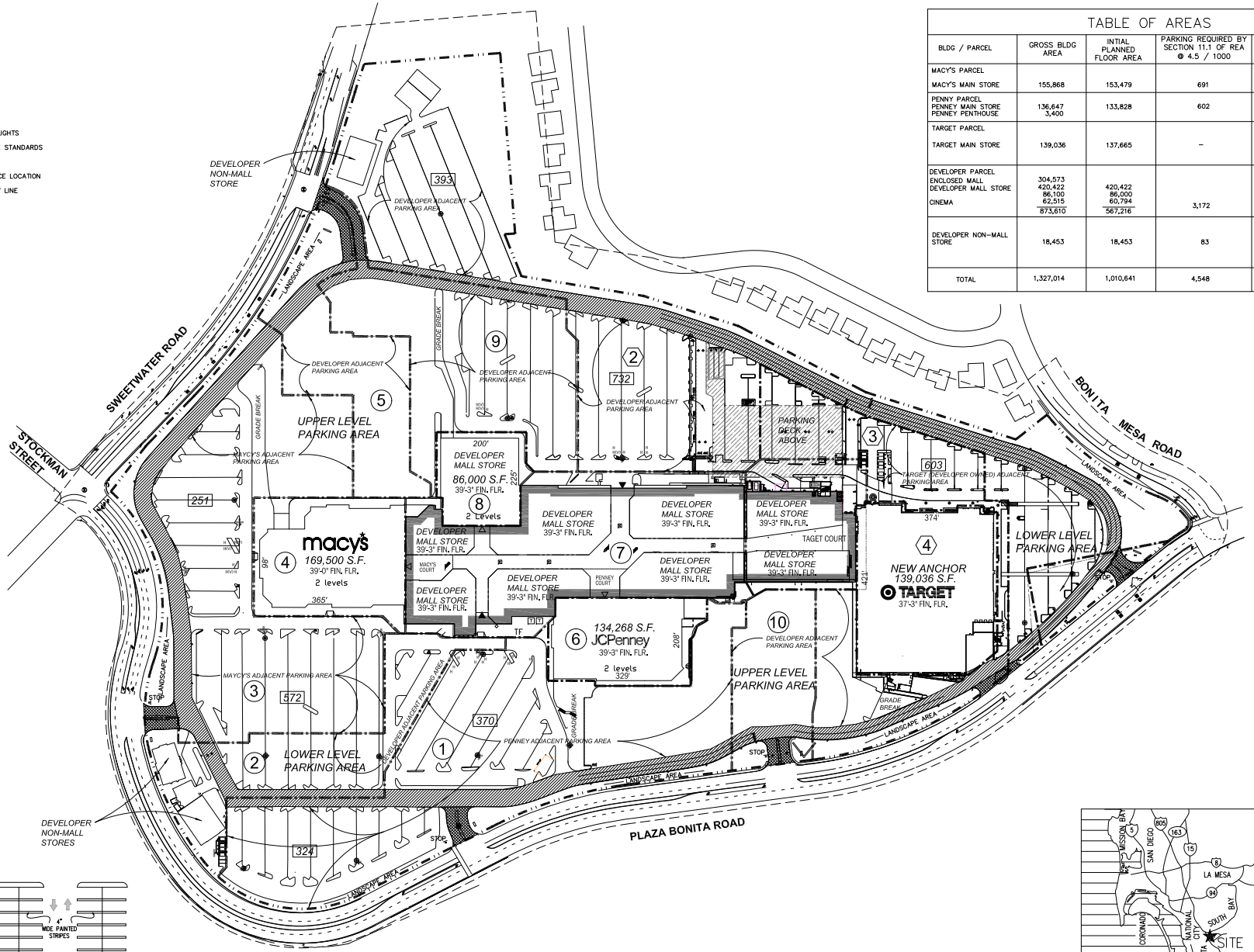
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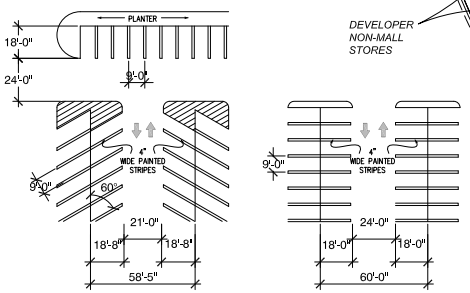
LEGEND:

- U.L. UPPER LEVEL
- L.L. LOWER LEVEL
- T.F. TRUCK FACILITY
- XXX NUMBER OF PARKING SPACES
- K APPROVED KIOSK AREA
- MALL ENTRANCE LOCATION
- TRAFFIC SIGNAL
- APPROX. LOCATION OF SECURITY LIGHTS
- APPROX. LOCATION OF LIGHT POLE STANDARDS
- T TRANSFORMER
- MAJOR'S ENCLOSED MALL ENTRANCE LOCATION
- SHOPPING CENTER SITE BOUNDARY LINE
- ADJACENT PARKING AREA
- HANDICAP PARKING
- ACCESS ROAD
- RINGROAD
- PYLON SIGN
- STOP SIGN
- ENCLOSED MALL
- PARCEL MAP
- PARCEL MAP # 10337

TABLE OF AREAS

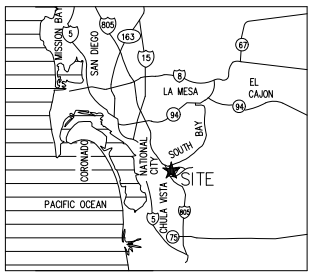
BLDG / PARCEL	GROSS BLDG AREA	INTIAL PLANNED FLOOR AREA	PARKING REQUIRED BY SECTION 11.1 OF REA @ 4.5 / 1000	ACTUAL PARKING	ACRES
MACY'S PARCEL					
MACY'S MAIN STORE	155,868	153,479	691	767	12.54
PENNY PARCEL					
PENNEY MAIN STORE	136,647	133,828	602	726	11.77
PENNEY PENTHOUSE	3,400				
TARGET PARCEL					
TARGET MAIN STORE	139,036	137,665	–	–	3.52
DEVELOPER PARCEL					
ENCLOSED MALL	304,573				
DEVELOPER MALL STORE	420,422	420,422			
	86,100	86,000			
CINEMA	62,515	60,794	3,172	2,991	42.58
	873,610	567,216			
DEVELOPER NON-MALL STORE	18,453	18,453	83	83	–
TOTAL	1,327,014	1,010,641	4,548	4,567	70.41





TYPICAL 60° ANGLE PARKING
N.T.S.

TYPICAL 90° ANGLE PARKING
N.T.S.



VICINITY MAP

0 50' 100' N

Westfield Design
11601 Wilshire Blvd. 11th Floor
Los Angeles, CA 90025

EXHIBIT B TO REA AMENDMENT No. 1

EXHIBIT LEVEL 1

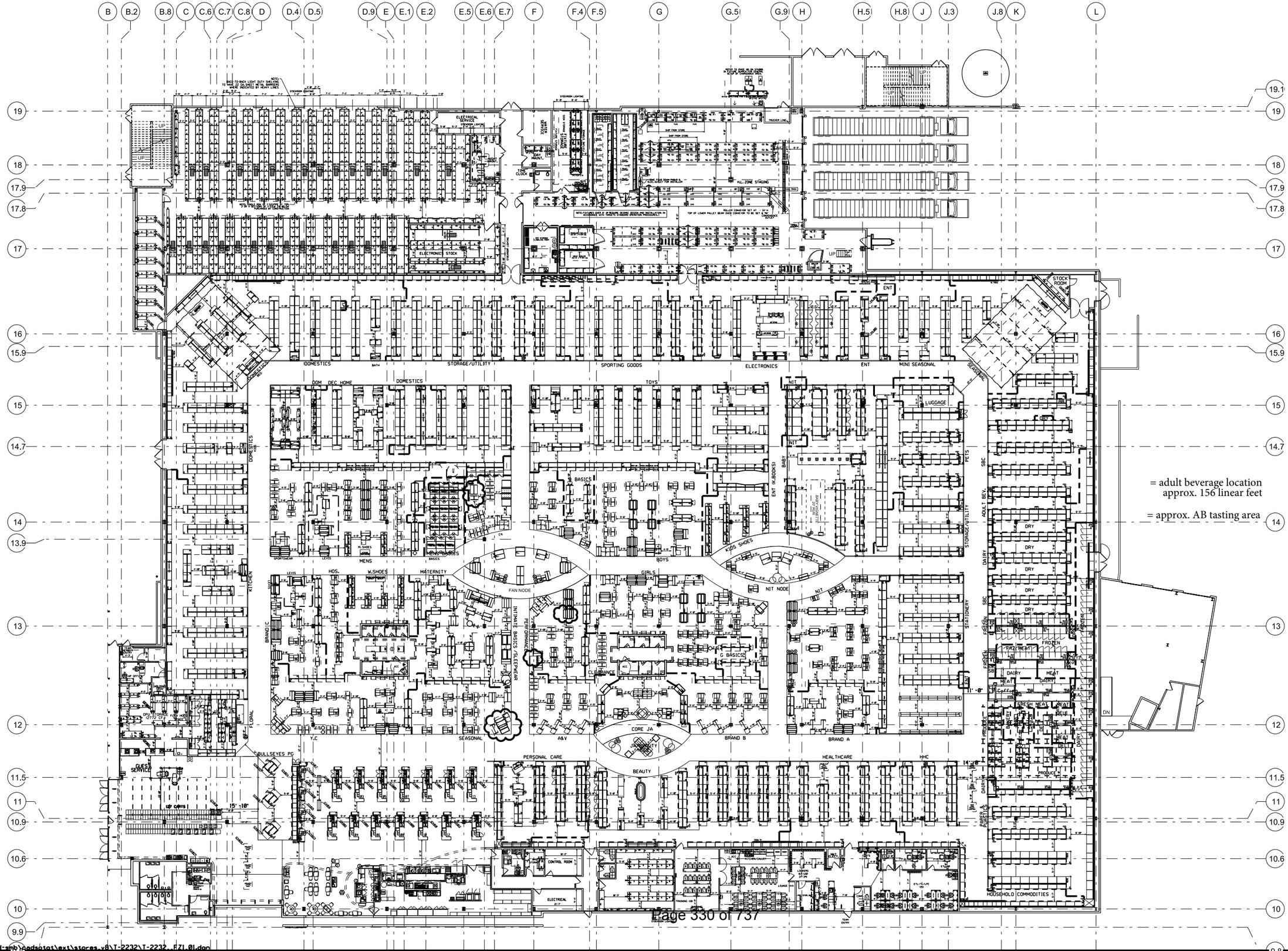
SCALE: 1"=100'

DATE: 22 JAN. 2008

Westfield Plaza Bonita

1 SHEET

ATTACHMENT 3



TARGET CORPORATION

TARGET CORPORATION, PROPERTY DEVELOPMENT
1000 NICOLLET MALL
MINNEAPOLIS, MINNESOTA 55403

NOTICE
-VERIFY ALL DIMENSIONS AND CONDITIONS
-NOTIFY THIS OFFICE OF ANY VARIATIONS
-ALTERNATE USE OF THIS DRAWING MUST BE APPROVED BY THIS OFFICE

"This document is the exclusive property of the Target Corporation and contains propietary information of Target Corp. The possession of this document does not convey any rights to reproduce, disclose its contents or to produce, use or sell anything it may describe. Reproduction, disclosure or use without specific prior written authorization from Target Corporation is strictly forbidden."

CEILING HEIGHT

A & A:	14'-0"
Hardlines:	14'-0"
Stockroom:	15'-8"

• USE HEIGHT TO BOTTOM OF STRUCTURE

AS BUILT
PUBLICATION

TARGET

ISSUE DATE:	
PLOT DATE:	09-SEP-2024 17:13
PLANNER:	John O'Day
SCALE:	1/48"=1'-0"
PROJECT	
NAME	Natl Cty Pl Bonita National City, CA
STORE NO.	T-2232
TITLE	FIXTURE PLAN
PLAN TYPE	P04 P18
SHEET NO.	FZ1

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NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS (ABC TYPE-21) AT AN EXISTING TARGET LOCATED AT 3060 PLAZA BONITA ROAD.

CASE FILE NO.: 2025-14 CUP

APN: 554-472-09

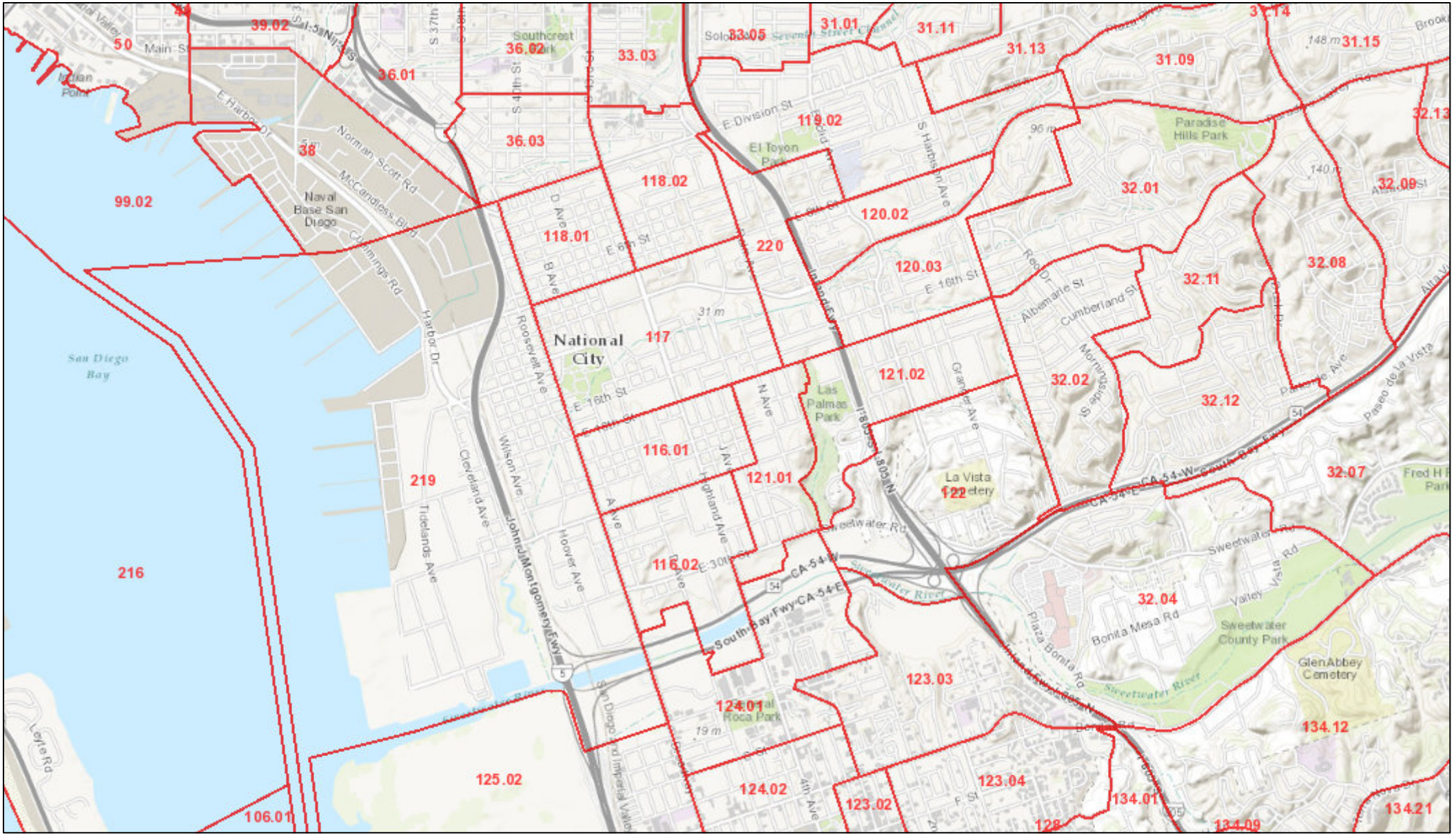
NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **August 18, 2025**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

The applicant (Applicant: Target Corporation) is proposing to upgrade their existing ABC Type-20 license (off-sale beer and wine) to an ABC Type-21 license (off-sale beer, wine, and distilled spirits). Existing and proposed hours of alcohol sales are from 7:00 a.m. to 12:00 a.m. daily. Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **August 18, 2025** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

ATTACHMENT 4



August 25, 2014

CensusTracts 2010

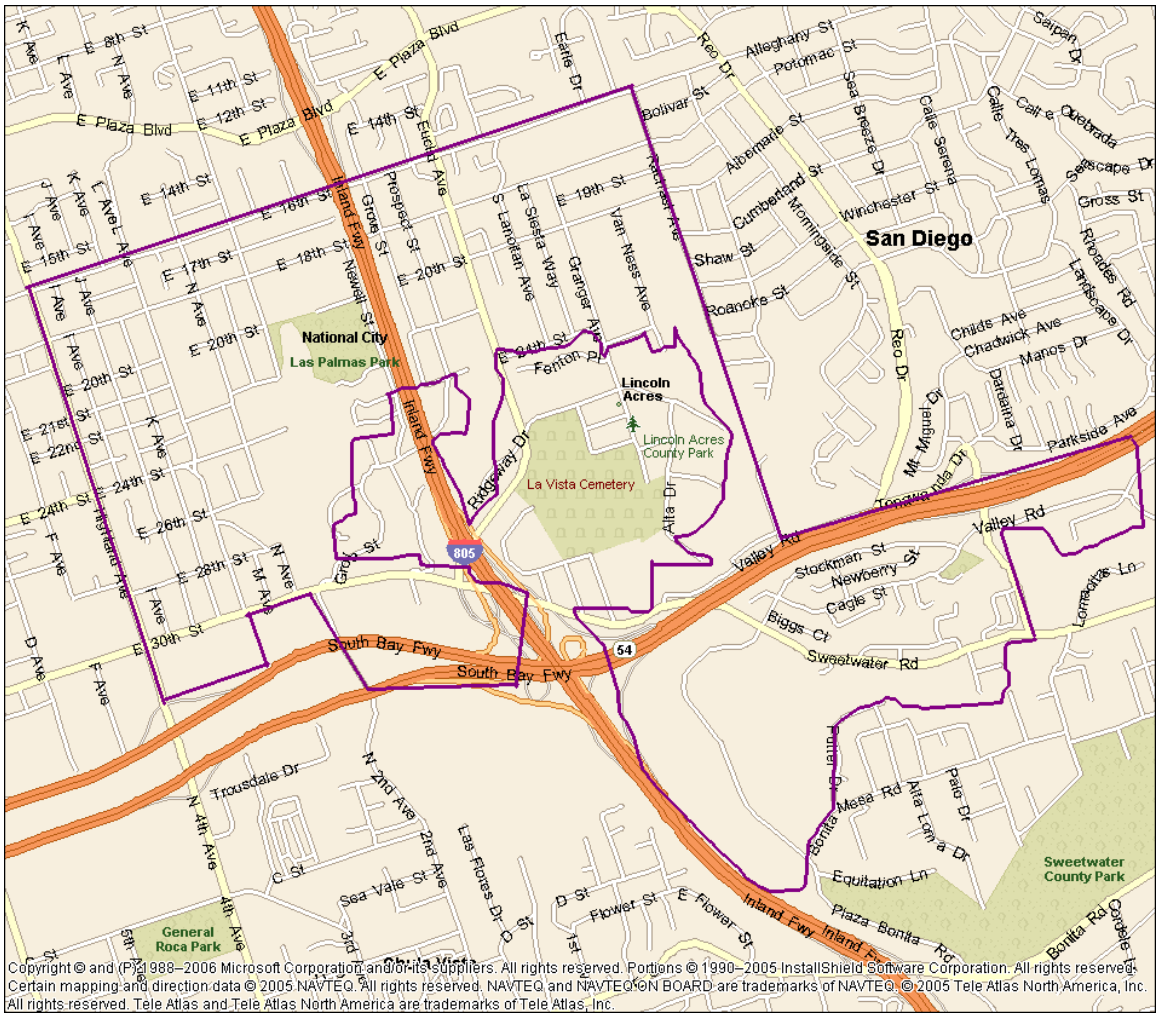
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5



City of National City
Beat 23

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 04/22/25

BUSINESS NAME: Target
ADDRESS: 3060 Plaza Bonita Road

OWNER NAME: Target Corporation DOB: N/A
OWNER ADDRESS: 1000 Nicollet Mall CC-1128, Minneapolis, MN 55403
(add additional owners on page 2)

I. Type of Business
- Restaurant (1 pt)
- ✔ Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- Medium (2 pts)
- ✔ High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

Census Tract #32.04

There are (5) on sale licenses authorized in tract 32.04

There is (9) active on sale licenses in tract 32.04

There are (2) off sale licenses authorized in tract 32.04

There are (1) active off sale licenses in tract 32.04

VI. Calls for Service at Location (for previous 6 months)

Below (1 pt)
Average (2 pts)
✔ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

Mostly commercial businesses (1 pt)
✔ Some businesses, some residential (2 pts)
Mostly residential (3 pts)

VIII. Owner(s) records check

✔ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assess at a medium risk and is deserving of such a rating.

This tract is over saturated with alcohol related businesses per its tract authorization

The crime rate at the mall is high and the business has several theft related calls for service in the past 6 months

This business has its own Loss Prevention officers, camera system, and follows ABC laws and CPTED - Crime Prevention Through Environmental Design guidelines

Completed by: Camacho Badge ID: 449

Revised: 8/16

Environmental Scan for
Proposed Upgrade of Existing Type 20 to Type 21 and addition of Type 86 Alcohol CUP

Target
3060 Plaza Bonita Road, National City, CA 91950
Conducted: April 29, 2025



Photo of the proposed location

An environmental scan was conducted on Tuesday, April 29, 2025, for a proposed upgrade of an existing Type 20 (beer and wine) off-sale alcohol license to a Type 21 (beer, wine and distilled spirits) with the addition of a Type 86 (instructional alcohol tasting) at the Target store located at 3060 Plaza Bonita Road. The proposed location is within the shopping mall Westfield Plaza Bonita with entrance access from both inside and outside of the mall. There is a Starbucks and a Pizza Hut located inside the store near the cash registers. A Crab Pub seafood restaurant is approximately 50 feet away.

Proposed hours

Alcohol Sales: 8 a.m. to 10 p.m. daily with extended hours during the holidays from 7 a.m. to 12 a.m.
Instructional Alcohol Tasting: 11 a.m. to 7 p.m. Friday through Sunday.

During a scan of the business and premises, the following was noted:

- There is one narrow aisle dedicated to wine sales on either side.
- The beer selection is located along the back wall and is approximately the same length as the wine aisle.
- An employee on duty explained that the instructional alcohol tasting would occur at the end of the wine aisle and a table would be set up in a similar to fashion to the food/candy samplings that are sometimes offered currently.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or Applicant have occurred that would discourage the upgrade to a Type 21 alcohol license or the issuance of a Type 86 license.

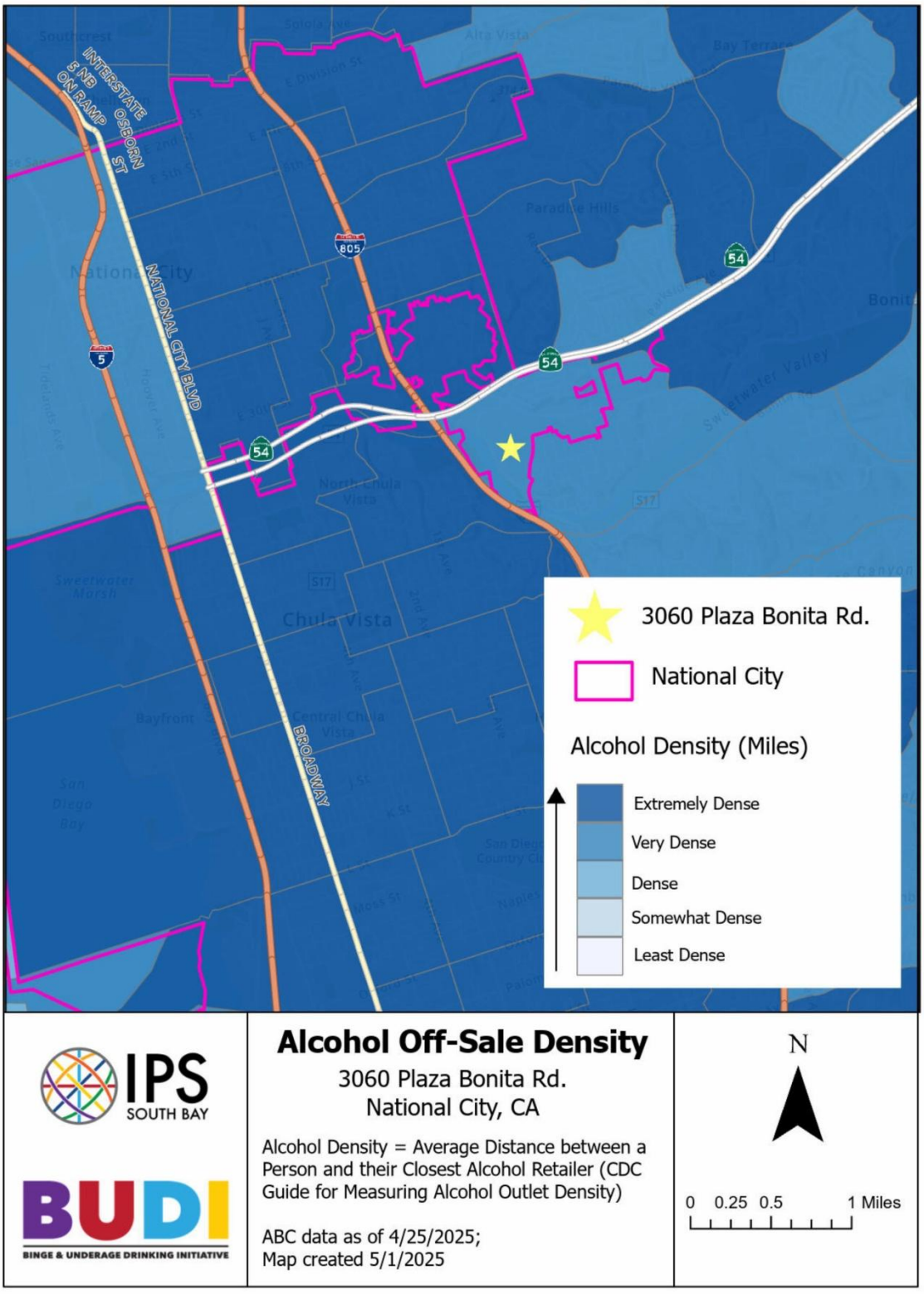
Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer.

IPS has begun utilizing the following scale to more clearly define outlet density.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)

The proposed location is defined as “Very Dense.” The mean distance of a person to their average off-sale license in National City is 0.25 miles.

Within the census tract that 3060 Plaza Bonita Rd. is in, the off-sale density is 0.62 miles, which is less dense than the average for National City.


INTERSTATE 5 NB ON RAMP OSBORN ST
NATIONAL CITY BLVD
BROADWAY
805
54
5
3060 Plaza Bonita Rd.
National City
Alcohol Density (Miles)
Extremely Dense
Very Dense
Dense
Somewhat Dense
Least Dense
IPS SOUTH BAY
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE
Alcohol Off-Sale Density
3060 Plaza Bonita Rd.
National City, CA
Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)
ABC data as of 4/25/2025;
Map created 5/1/2025
N
0 0.25 0.5 1 Miles

Youth Sensitive Areas

Sweetwater Secondary School (528 feet away within the same mall)
Gladys' Family Child Care (approximately 1,000 feet away)
Sweetwater Heights Park (approximately 2,790 feet away)

Churches

Bonita Road Baptist (approximately 2,000 feet away) is the closest one to this location.

Online Reviews

They've started locking up everything. Can't even get moisturizer because it's behind a cabinet (4 months ago)
Very small narrow aisles (1 year ago)
Store is dirty. Bathrooms are gross. Most of the carts have trash in them (4 months ago)
This Target is always filthy. Employees avoid customers like the plague. (10 months ago)
Only 1 out of 14 registers were open. Not enough workers (1 year ago).

Community Input from Local Residents who Shop Here

"I feel safe dropping my kids off at that mall. It's a family setting. This would lower my comfort."

"I'm OK with selling liquor but only if they keep it locked up. Tastings are not OK. I'm still against that even if it's just periodical."

"I grew up shopping here. I can tell you that teens would try to find a way to take advantage. I'm also concerned about how dirty the store has gotten."

"Parents tasting alcohol when their kids are anywhere in the store is not a good idea. And I have zero tolerance for drinking and driving, especially if there are kids in the vehicle."

"I recently saw someone running out of this store after stealing something. Selling liquor and doing alcohol tasting is a big responsibility. They need to fix their existing issues first."

Considerations

The following are considerations if a CUP is issued:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. Keep all distilled spirits in a locked storage container.
3. Require positioning of a tasting area in a location not visible from juice, soda and other youth friendly snacks.

NOTICE OF COMMUNITY MEETING

DATE/TIME: WEDNESDAY, MAY 28, 2025, 9:30 a.m.

LOCATION: Target, 3060 Plaza Bonita Rd., National City 91950

This is to advise you of a community meeting for City of National City, Community Development Department, Case File No. 2025-14 regarding the sale of alcoholic beverages at Target at 3060 Plaza Bonita Rd., National City 91950. The meeting will be held in the Conference Room at Target, 3060 Plaza Bonita Rd., National City 91950.

STATEMENT RE COMMUNITY MEETING

A Community Meeting was noticed for May 28, 2025 in regard to Case File No. 2025-14. Both myself and the Target Store Director were present at the meeting location at the date and time specified in the Notice. No community members attended the meeting.

[redacted]

Beth Aboulafia, Partner
Hinman & Carmichael LLP

6/2/2025

Date



City of National City Planning Commission Meeting

MEETING OF AUGUST 18, 2025

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED



Public Hearing

CONDITIONAL USE PERMIT FOR THE SALE OF BEER, WINE, AND SPIRITS (ABC TYPE-21) AT AN EXISTING TARGET LOCATED AT 3060 PLAZA BONITA ROAD

2025-14 CUP

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Overhead


54
805
Sweetwater
River Pk
Gladys Family Child
Care & Preschool

Site Characteristics

- Target
  - Located on south side of the Plaza Bonita Shopping Center
  - Existing 127,000 square foot retail and grocery store
  - Zoned Major Mixed-Use District (MXD-2)
- Surrounding area is a mix of open space and residential uses
- Existing CUP for beer and wine sales since 2006

Front View



Side View



Interior View



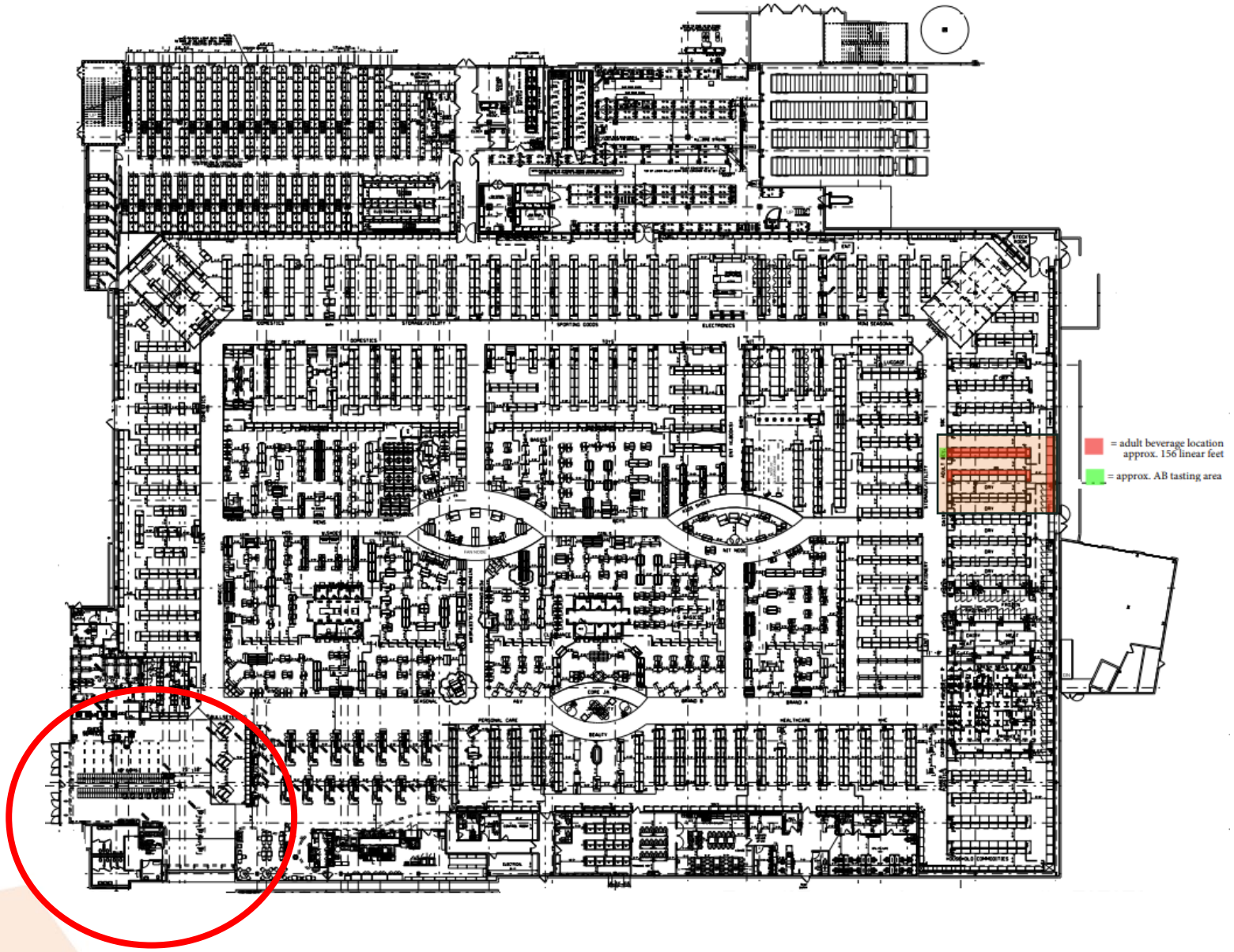


Proposal

- The business is proposing to upgrade their ABC license to sell distilled spirits in addition to beer and wine (ABC Type-21)
  - Target has had an ABC License (Type-20) since 2006
  - The request includes an ancillary instructional alcohol tasting ABC License (Type-86)
- Proposed hours of operation are from 7:00 a.m. to midnight daily
  - No change in the previously approved hours for alcohol sales were requested
  - The request for the proposed hours reflect the current hours with extended hours for holidays
- Floor plan indicates the total area dedicated to alcohol sales
  - Existing beer and wine – 100 linear feet
  - Proposed distilled spirits – 56 linear feet

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Floor Plan



Store Entrances

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for off-site consumption in the MXD-2 zone with an approved CUP
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (246)
  - Community meeting – Held May 28th, 2025 – No attendees
  - Distance requirements – Not applicable with retail and grocery stores
- Census Tract 32.04– one off-sale license where two are recommended
  - Not considered overconcentrated for off-sale licenses
  - Applicant currently holds the one existing license – no additional proposed
- Adhere to City Council Policy 707
  - Standard conditions

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Staff Analysis – Hours of Operation

- Proposed Hours
  - Alcohol
    - 7:00 a.m. to 12:00 a.m. (midnight) daily
- Previous approval
  - Alcohol
    - 7:00 a.m. to 12:00 a.m. (midnight) daily
- Staff Recommendation
  - Hours proposed by applicant

Comments

Police Department (PD)

- Risk Assessment – 15 points
  - Medium Risk – 13 to 18 points
  - Assigns points based on type of business, license concentration, calls for service, etc.

Institute for Public Strategies (IPS)

- Require in-person Responsible Beverage Sales and Service (RBSS) training for all staff
- Keep all distilled spirits in a locked storage container
- Require positioning of a tasting area in a location not visible from juice, soda and other youth friendly snacks
  - The tasting area will be located in close proximity to the location of current/proposed alcohol shelves

Conditions

- Standard Conditions of Approval
- Conditions specific to off-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales for off-site consumption to remain accessory
- Application-specific conditions
  - Maintain conditions of existing CUP (2005-23)
  - IPS comments related to distilled spirits in a locked storage container
  - Instructional tastings as an accessory use to off-site alcohol sales through an ABC Type-86 license

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for off-site consumption is a conditionally-allowed use in MXD-2 zone
  - Alcohol sales would be accessory to the Target in an established commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to distilled spirits and ancillary instructional alcohol tastings

Options

- Find project exempt from CEQA & approve 2025-14 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2025-14 CUP based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

Next Regularly-Scheduled Meeting

SEPTEMBER 15, 2025

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 2, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
Semi-Annual Report – Boards, Commissions, and Committees Attendance Report – Includes First and Second Quarters of Calendar Year 2025.

RECOMMENDATION:
Receive and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On October 15, 2024, the City Council adopted Updates to City Council Policy #107 Appointments to Boards, Commissions, and Committees (BCC). Section D.14., Resignations, Attendance, Training and Removals, provides for the City Clerk to prepare a report to the City Council on the attendance of BCC members. Attendance in the first and second quarters of calendar year 2025 is shown in Exhibit A.

Attendance is evaluated as follows:

1. A Commissioner or Member of a BCC with unexcused absences from three consecutive regularly scheduled meetings.

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

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

Excused Absences are considered under certain circumstances.

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 – Attendance Report
Exhibit B – City Council Policy 107 – Amended October 15, 2024

EXPLANATION

On November 16, 2021, the City Council adopted Updates to City Council Policy #107 Appointments to Boards, Commissions, and Committees (BCC). Section D, 14 Resignations, Attendance, Training and Removals provides for the City Clerk to prepare a report to Council on the attendance of BCC members.

Attendance is evaluated as follows:

1. A Commissioner or Member of a BCC with unexcused absences from three consecutive regularly scheduled meetings.

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

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

Excused Absences are considered under certain circumstances.

SUMMARY OF BCC ATTENDANCE
First and Second Quarter (January 1 – June 30, 2025) Calendar Year 2025 Totals

Board of Library Trustees consists of five (5) members, and one (1) alternate (currently two vacancies, one vacancy is an alternate). Their meetings are held the First Wednesday of every month at 5:30 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2025 the Board scheduled six (6) meetings.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
Margaret Godshalk - President	5	1	Complete
Patricia McGhee	3	3	Complete
Cindy Lopez	6	0	In Progress
Nidya Rivera-Moreno	6	0	Complete

Civil Service Commission consists of 5 members (currently one vacancy). Their meetings are held the Second Wednesday of every other month at 5:30 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2025 the Commission scheduled a total of five (5) meetings, with two (2) of those being a Special Meeting. One (1) regular meeting and one (1) special meeting was cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
Paul Wapnowski, Chair	3	0	Pending
Rafael Courtney, Vice-Chair	3	0	Pending
Sean Sampsell	3	0	Pending
Wellington Clave	3	0	Complete

Community & Police Relations Committee consists of eight (8) members with one (1) being a staff member. Their meetings are held the Third Thursday of February, May, August and November at 6:00 p.m. in the Council Chamber at City Hall.

First and Second Quarter of 2025 the Committee scheduled two (2) meetings.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
Michael Lesley, Chair	1	1	In Progress
Daniel Orth, Vice Chair	1	1	Pending
Zachary Francisco-Gomez	2	0	Complete
Marisa Rosales	2	0	Complete
Kimberly Cumming-Serrano	1	1	Complete
Jake Zindulka	2	0	Complete
William Phillips	2	0	Complete

Housing Advisory Committee consists of nine (9) total members comprised of seven (7) members of the Planning Commission and two (2) Housing Advisory Committee members (currently one vacancy from the Planning Commission). Their meetings are held quarterly at 6:00 p.m. in the Council Chamber at City Hall.

First and Second Quarter of 2025 the Committee scheduled two (2) meetings, both were cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
Richard Martin Miller, Chair	n/a	n/a	Complete
Randi Marie Castle, Vice Chair	n/a	n/a	Complete
Ricardo Sanchez	n/a	n/a	Complete
Claudia E. Valenzuela	n/a	n/a	Complete
Pearl Quinones	n/a	n/a	Complete
Liliana Armenta	n/a	n/a	Complete
Mayra A. Valdez	n/a	n/a	Complete
Denise Kosterlistzky	n/a	n/a	In Progress

Park, Recreation & Senior Citizens Advisory Committee consists of seven (7) members (currently one vacancy). Their meetings are held the Third Thursday of every month at 4:00 p.m. in the Large Conference Room at City Hall.

First and Second Quarter of 2025 the Committee scheduled six (6) meetings, two (2) meetings were cancelled due to lack of a quorum. Those who were not able to attend are counted as absent and that absence is reflected in their attendance total. While those who were able to attend are counted as being present.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
LaTonya Harris Croom	0	6	Complete
Daniel Perez	5	1	In Progress
Joseph Crawford	1	5	Pending
Sorayda Santos ***(appointed 4/4/25)***	4	0	Complete
Jesus Hizon	4	2	In Progress
Alexander Fernandez	4	2	Pending

Planning Commission consists of seven (7) members (currently one vacancy). Their meetings are held the First and Third Monday of every month at 6:00 p.m. in the Council Chamber at City Hall.

First and Second Quarter of 2025 the Commission scheduled eight (8) meetings, five (5) were cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
Richard Martin Miller, Chair	2	1	Complete
Randi Marie Castle, Vice Chair	3	0	Complete
Ricardo Sanchez	0	3	Complete
Claudia E. Valenzuela	3	0	Complete
Pearl Quinones	3	0	Complete
Liliana Armenta	3	0	Complete

Public Art Committee consists of five (5) members and one (1) alternate (currently one vacancy - alternate). Their meetings are held the Fourth Tuesday of January, April, July and October at 3:00 p.m. in the Large Conference Room in City Hall.

First and Second Quarter of 2025 the Committee scheduled two (2) meetings.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
William A. Virchis, Chair	2	0	In Progress
Ryan Johnson	2	0	Complete
Erick Carbajl	2	0	Complete
Charles Reilly	2	0	Complete
Jacqueline Schliapnik	2	0	Complete

Traffic Safety Committee consists of five (5) members (currently one vacancy). Their meetings are held the Second Wednesday of every month at 1:00 p.m. in the Large Conference Room in City Hall.

First and Second Quarter of 2025 the Committee scheduled six (6) meetings; two (2) meetings were cancelled due to a lack of agenda items.

Members:	First & Second Quarter Present	First & Second Quarter Absent	Status of Mandatory Training
Rafael Cotero	3	1	Pending
Yvonne Howrey-Colmenero	2	2	Complete
Kelly Piper	2	2	Complete
Cynthia Fuller Quinones	4	0	Complete

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** October 15, 2024

PURPOSE

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

Mayor's Appointments:

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

City Council Appointments:

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

POLICY

Appointment Process

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

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

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

1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

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

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

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

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

    The City Council fills vacancies on these bodies.

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

1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date,

and the position's necessary qualifications. It shall also include a list of all Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

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

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

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

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

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

7. Interviews:

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

    b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and

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

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

8. Mayoral Appointments:

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

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

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

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

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

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

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

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

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

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

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

11. Report to Council:

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

applicant's right to privacy outweighs the public interest served by disclosing that information.

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

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

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

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

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

14. Resignations, Attendance, Training, and Removals

    Resignation:

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

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** October 15, 2024

Attendance:

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

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

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

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

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

Excused Absences:

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

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or

4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

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

Mandatory Training and Filing Requirements:

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

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

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

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** October 15, 2024

Removal:

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

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

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

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
24th Street Transit Center Connections Project, CIP No. 23-13, Project Overview and Grant Appropriation for Plans, Specifications, and Estimate (PS&E) phase.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Establishment of Engineering Grants Fund Appropriations of $445,000 for ATP 1 and $380,000 for ATP 2 and Corresponding Revenue Budgets."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In June 2022, staff submitted two Cycle 6 Active Transportation Program (ATP) grant applications to the California Department of Transportation (Caltrans) for the 24th Street Transit Center Connections project. The first ATP project (ATP 1) proposes to construct Class IV protected bikeways along E 30th Street between Hoover Avenue and Highland Avenue, and a combination of Class II and Class IV bikeways along D Avenue between 22nd Street and 30th Street. The second ATP project (ATP 2) proposes to construct a combination of Class III (sharrows) and IV bikeways on 22nd Street between Wilson Avenue and National City Blvd, and a combination of Class II and III bikeways on 24th Street between D Avenue and N Avenue. The project will also provide safety and accessibility enhancements at specific crosswalks and install two new traffic signals as highlighted in Exhibit A.

Both ATP projects are part of the same CIP project, which has been named the 24th Street Transit Center Connections Project, CIP No. 23-13. This project was also selected to receive an allocation from the Community Project Funding Congressionally Directed Spending (CPFCDS) funds, which will extend the project limits as outlined in Exhibit A.

It is important to clarify that the scope for the grant was developed from the overarching goals identified in planning-level documents previously adopted by the City Council, including the Bicycle Master Plan, Transit Oriented Development Overlay (TODO), and the Circulation Element of the Focused General Plan. The grant funding for the Project Approval and Environmental Documents (PA&ED) phase allowed the project team to perform a detailed assessment and preliminary design of these planned bicycle corridors to review potential right of way constraints, opportunities to maintain parking, and enhance safety, access and connectivity for bicyclists and pedestrians.

While the installation of the new bikeways will result in the loss of on-street parking spaces in some areas, the design team was able to identify opportunities to add angle parking on nearby streets to reduce the net loss of parking spaces for the entire project down to eight (8) spaces. Exhibit B summarizes the results of the preliminary parking analysis.

Also, as part of the PA&ED phase, staff sent flyers to approximately 3,000 residents within the study area informing them of the project and inviting them to attend the Traffic Safety Committee (TSC) meeting. The purpose of the meeting was to provide an overview of the project and gather feedback from the community. See Exhibit C for the flyer sent to area residents. Several residents attended the TSC meeting. Staff has not received any formal comments from residents since sending the flyers.

At their December 7, 2022 meeting, the California Transportation Commission (CTC) awarded grants in the amount of $3,496,000 for ATP 1 and $3,288,000 for ATP 2 for the 24th Street Transit Center Connections project.

The $3,496,000 for ATP 1 was distributed by project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - $148,000
- Plans, Specifications, and Estimate (PS&E) - $445,000
- Construction (CON) - $2,903,000

The $3,288,000 for ATP 2 was distributed by project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - $148,000
- Plans, Specifications, and Estimate (PS&E) - $380,000
- Construction (CON) - $2,760,000

During its October and December 2023 meetings, the CTC allocated funding for the PA&ED phase in the amount of $148,000 (ATP 1) and $148,000 (ATP 2), respectively. Subsequently, on March 19, 2024, City Council approved Resolution 2024-15, which authorized the Mayor to execute Program Supplement Agreements for ATP 1 and ATP 2, as well as to establish revenue and expenditure accounts.

On April 24, 2025, the City submitted a funding allocation request to Caltrans for the PS&E phase. In June 2025, the CTC approved funding for this phase, allocating $445,000 for ATP 1 and $380,000 for ATP 2. On July 9, 2025, Caltrans issued an Authorization Letter, allowing staff to proceed with the PS&E phase and informing them of the CTC's approval.

Staff is requesting authorization to establish appropriations and corresponding revenue budgets in the Engineering Grants Fund in the amount of $445,000 for the PS&E phase for ATP 1 and $380,000 for the PS&E phase for ATP 2. Neither ATP project requires a local match. The PS&E phase is expected to be completed by the end of this year.

FINANCIAL STATEMENT:

Appropriations, along with corresponding revenue budgets, will be established in the Engineering Grants Fund as follows:

ATP 1 Grant $445,000
Expenditure Account No. 296-10-18-18500-7598-6618296

Revenue Account No. 296-10-18-18500-3463-6618296

ATP 2 Grant $380,000
Expenditure Account No. 296-10-18-18500-7598-6619296
Revenue Account No. 296-10-18-18500-3463-6619296

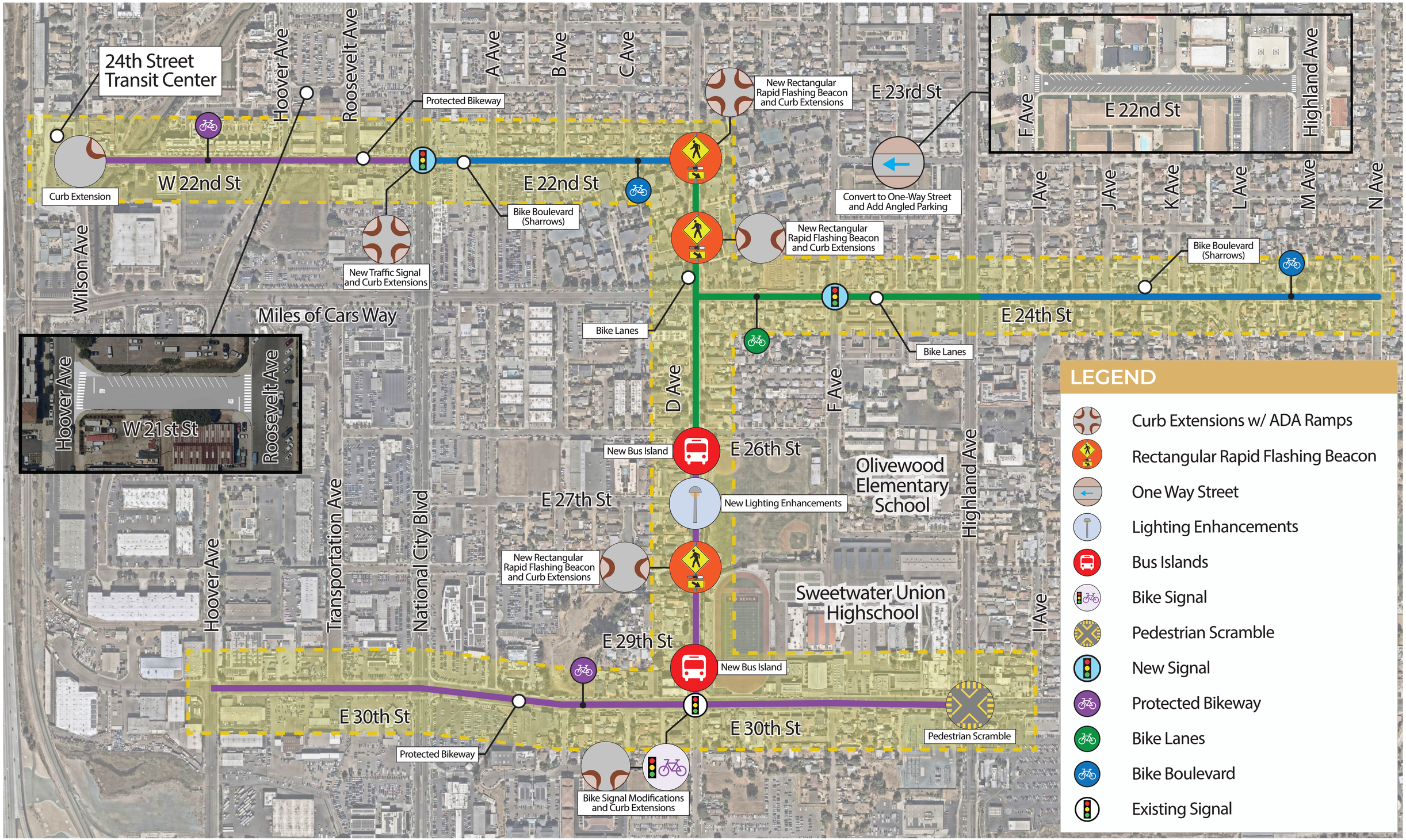
RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
CEQA Notice of Exemption was filed with the County Recorder's Office on March 26, 2025.

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Project Location Map
Exhibit B – Parking Calcs
Exhibit C – Community Outreach Flyers
Exhibit D – Allocation Letters
Exhibit E – Resolution



CALIFORNIA NATIONAL CITY 1887 INCORPORATED

0' 200' 400'
SCALE 1" = 200'

24TH STREET TRANSIT CONNECTIONS
PROJECT LOCATION MAP

Parking Supply: Existing and Proposed Condition

Street	From	To		Supply	Proposed Supply	Parking Gain (or Loss)	Corridor Net
21st St	Hoover Ave	Roosevelt Ave	WB	7	17	10	10
			EB	2	2	0	
22nd St	Wilson Ave	Hoover Ave	WB	26	51	25	0
			EB	25	0	-25	
22nd St	Hoover Ave	National City Blvd	WB	9	15	6	-7
			EB	13	0	-13	
22nd St	National City Blvd	D Ave	WB	24	24	0	0
			EB	34	34	0	
E 22nd St	F Ave	Highland Ave	WB	12	53	41	21
			EB	20	0	-20	
24th St	B Ave	D Ave	WB	10	10	0	-13
			EB	17	4	-13	
24th St	D Ave	Highland Ave	WB	20	22	2	0
			EB	18	16	-2	
30th St	Hoover Ave	National City Blvd	WB	8	0	-8	-8
			EB	18	18	0	
30th St	National City Blvd	D Ave	WB	26	30	4	-7
			EB	21	10	-11	
30th St	D Ave	Highland Ave	WB	14	17	3	2
			EB	20	19	-1	
D Ave	22nd St	E 26th St	NB	26	26	0	0
			SB	31	31	0	
D Ave	E 26th St	30th St	NB	43	37	-6	-6
			SB	21	21	0	
			Summary	465	457	-8	98%

PARKING DEMAND, SUPPLY, OCCUPANY, AND PROPOSED CONDITION

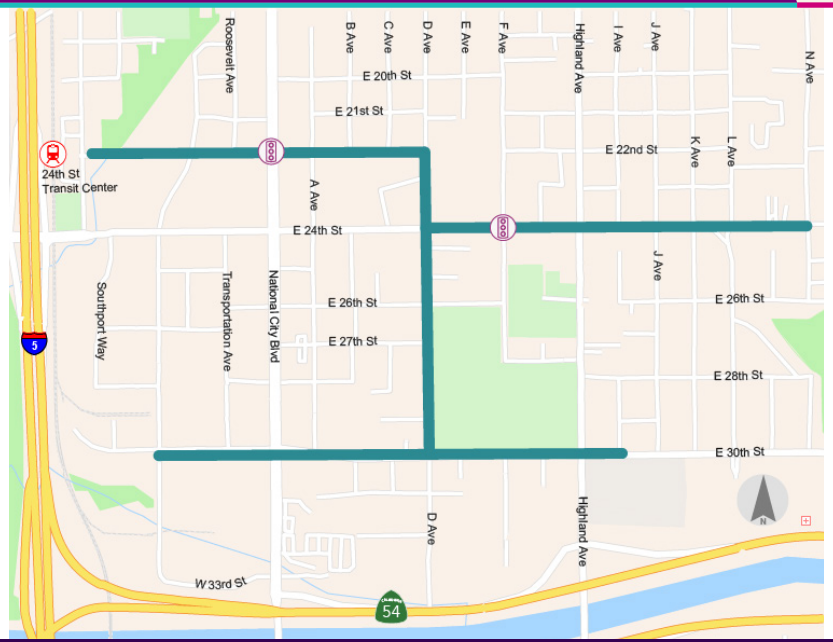
Roadway	Segment	Direction	Parking Demand (AM/PM)	Existing		Existing with Project		Δ
				Supply	Occupancy	Supply	Occupancy	
21st Street	Hoover Avenue to Roosevelt Avenue	WB	7/7	7	100%/100%	17	47%/47%	10
		EB	2/2	2		2		0
22nd Street	Wilson Avenue to Hoover Avenue	WB	22/26	26	86%/94%	51	86%/94%	25
		EB	22/22	25		0		-25
22nd Street	Hoover Avenue to National City Boulevard	WB	6/6	9	91%/73%	15	133%/107%	6
		EB	14/10	13		0		-13
22nd Street	National City Boulevard to D Avenue	WB	24/24	24	100%/100%	24	100%/100%	0
		EB	34/34	34		34		0
22nd Street	F Avenue to Highland Avenue	WB	10/9	12	88%/84%	53	53%/51%	41
		EB	18/18	20		0		-20
24th Street	B Avenue to D Avenue	WB	10/10	10	100%/100%	10	193%/193%	0
		EB	17/17	17		4		-13
24th Street	D Avenue to Highland Avenue	WB	20/20	20	100%/100%	22	100%/100%	2
		EB	18/18	18		16		-2
30th Street	Hoover Avenue to National City Boulevard	WB	8/8	8	88%/85%	0	128%/122%	-8
		EB	15/14	18		18		0
30th Street	National City Boulevard to D Avenue	WB	14/15	26	53%/47%	30	63%/55%	4
		EB	11/7	21		10		-11
30th Street	D Avenue to Highland Avenue	WB	1/3	14	38%/38%	17	36%/36%	3
		EB	12/10	20		19		-1
D Avenue	22nd Street to 24th Street	NB	26/26	26	96%/100%	26	96%/100%	0
		SB	29/31	31		31		0
D Avenue	24th Street to 30th Street	NB	23/19	43	58%/48%	37	64%/53%	-6
		SB	14/12	21		21		0
							Net Gain/Loss Parking Spaces	-8

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24th Street Transit Center Connections Project

IMPORTANT ANNOUNCEMENT

https://nationalcityprojects.com



Enhancing Pedestrian and Bicycle Connections between Neighborhoods and the 24th Street Transit Center

Join us at the Traffic Safety Committee Meeting

Location: City Hall | 1243 National City Blvd, 2nd Floor, Council Chambers

Date: May 14, 2025

Time: 1:00 PM

We want to hear from you!

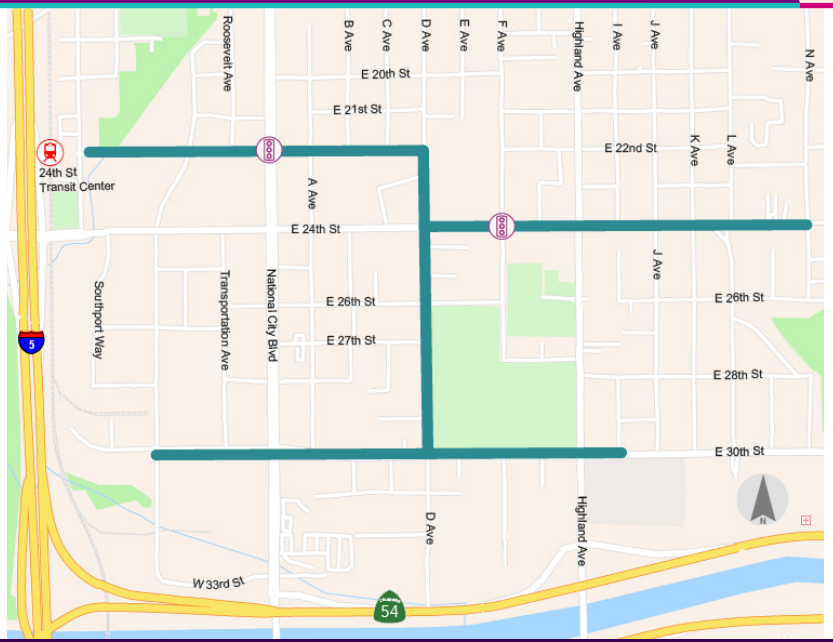
City Contact: Stephen Manganiello, Director of Engineering & Public Works | smanganiello@nationalcityca.gov | 619-336-4383

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24th Street Transit Center Connections Project

ANUNCIO IMPORTANTE

https://nationalcityprojects.com



¡Mejorando conexiones para peatones y ciclistas entre los vecindarios y la estación de la calle 24!

Acompáñenos para escuchar más durante la próxima reunión del Comité de seguridad vial

Ubicacion: City Hall | 1243 National City Blvd, 2do Piso, Camara del Concilio

Fecha: 14 de mayo 2025 | Hora: 1:00 PM

¡Queremos escucharte!

Contacto: Stephen Manganiello, Director of Engineering & Public Works | smanganiello@nationalcityca.gov | 619-336-4383

DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

11-SD-0-NATC
ATPL-5066(055)
Adv Id: 1123000141
PPNO: 11-1490
Request No: 2

July 9, 2025

Mr. Luca Zappiello
Associate Civil Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Mr. Zappiello:

Your letter dated April 24, 2025 requested a fund allocation from the Active Transportation Program for the City of National City Construct over 2 mi of Class IV bike lanes, 2 curb ext, traffic signal mods, crosswalks, curb ramps - Along E 30th Street between Hoover Avenue and Highland Avenue, and along Hoover Avenue between E 33rd Street and E 22nd Street. This project is programmed in the Active Transportation Program (ATP), as amended.

At their June 27, 2025 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on June 27, 2025, effective June 27, 2025.

Allocation No. 2025-195	**ATP**		**FUND ALLOCATION**	
Senate District No.: 40 Assembly District 79	**Amount Programmed**	**Fiscal Year Programmed**	**Amount Previously Allocated**	**This Request**
PS&E	$445,000	2025	$0	$445,000
Federal Funds				$0
State Funds				$445,000
Total	**$445,000**		**$0**	**$445,000**

This allocation makes available $0 of federal funds* and $445,000 of State (or State-only) funds for a total of $445,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until: **Not Applicable.**

Funds allocated for project PS & E are available for expenditure until: **June 30, 2027.**

Funds allocated for project RW are available for expenditure until: **Not Applicable.**

Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at https://dot.ca.gov/programs/local-assistance for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,

[redacted]

FOR ROBERT NGUYEN , Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: SANDAG

Attachment: CTC Vote Box

bc: LPA
DLA AE Project Files
District - (11) DLAE - Bryan Ott

DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

11-SD-0-NATC
ATPL-5066(059)
Adv Id: 1124000082
PPNO: 11-1528
Request No: 2

July 9, 2025

Mr. Luca Zappiello
Associate Civil Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Mr. Zappiello:

Your letter dated April 24, 2025 requested a fund allocation from the Active Transportation Program for the City of National City Class I and IV bikeways, curb extensions, traffic signals, crosswalks, curb ramps and new sidewalk. - This project is located along East 22nd Street between Wilson Avenue and D Avenue in National City, CA. This project is programmed in the Active Transportation Program (ATP), as amended.

At their June 27, 2025 meeting, the California Transportation Commission (CTC) allocated funding in the amount(s) shown below.

The State hereby makes the following allocation on June 27, 2025, effective June 27, 2025.

Allocation No. 2025-194	**ATP**		**FUND ALLOCATION**	
Senate District No.: 40 Assembly District 79	**Amount Programmed**	**Fiscal Year Programmed**	**Amount Previously Allocated**	**This Request**
PS&E	$380,000	2025	$0	$380,000
Federal Funds				$0
State Funds				$380,000
Total	**$380,000**		**$0**	**$380,000**

This allocation makes available $0 of federal funds* and $380,000 of State (or State-only) funds for a total of $380,000.

* A separate request for authorization to proceed (E-76) is required prior to the start of reimbursable work for projects receiving Federal funds.

The effective date of allocation serves as the authorization to proceed and establishes the date for the start of reimbursable work for State-only funded projects.

For This Allocation:

Funds allocated for project E & P are available for expenditure until:	**Not Applicable.**
Funds allocated for project PS & E are available for expenditure until:	**June 30, 2027.**
Funds allocated for project RW are available for expenditure until:	**Not Applicable.**

Funds allocated for construction -- Agency has 6 month(s) after the date of allocation to award a contract.

After award of the contract, the Agency has up to 36 months to complete the construction or vehicle purchase contract.

The Commission may grant a one-time extension to each of the deadlines specified above if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. Please refer to the Local Assistance website at https://dot.ca.gov/programs/local-assistance for additional guidance.

The project's award information should be submitted to the District Local Assistance Engineer (DLAE) immediately after award of the construction contract. A copy of the project's award package also needs to be included with the submittal of the Administering Agency's first invoice to the Local Programs Accounting Branch. Please refer to Local Programs Procedures (LPP) LPP 01-06 for guidance regarding the contents of the project award package.

This allocation is not a commitment on the part of the State to make reimbursements until an Administering Agency - State Agreement (Master Agreement), if necessary, and a project specific program supplement are executed between the Agency and the State.

Your attention is directed to the Local Assistance Procedures Manual, LPPs and the current CTC guidelines for detailed instructions and information.

Sincerely,

[redacted]

FOR ROBERT NGUYEN , Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: SANDAG

Attachment: CTC Vote Box

bc: LPA
DLA AE Project Files
District - (11) DLAE - Bryan Ott

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF ENGINEERING GRANTS FUND APPROPRIATIONS OF $445,000 FOR ATP 1 AND $380,000 FOR ATP 2 AND CORRESPONDING REVENUE BUDGETS.

WHEREAS, in June 2022, City of National City ("City") staff submitted two Cycle 6 Active Transportation Program ("ATP") grant applications to the California Department of Transportation ("Caltrans") for the 24th Street Transit Center Connections Project, CIP No. 23-13 ("Project"); and

WHEREAS, the first ATP project ("ATP 1") proposes to construct Class IV protected bikeways along E. 30th Street between Hoover Avenue and Highland Avenue, and a combination of Class II and Class IV bikeways along D Avenue between 22nd Street and 30th Street; and

WHEREAS, the second ATP project ("ATP 2") proposes to construct a combination of Class III (sharrows) and IV bikeways on 22nd Street between Wilson Avenue and National City Blvd, and a combination of Class II and III bikeways on 24th Street between D Avenue and N Avenue; and

WHEREAS, both ATP projects are part of the Project, which is comprised of these two segments that complete or improve the bicycle network in the vicinity of the 24th Street Transit Center located on Wilson Avenue near 22nd Street; and

WHEREAS, at their December 7, 2022 meeting, the California Transportation Commission ("CTC") awarded grants in the amount of $3,496,000 for ATP 1 and $3,288,000 for ATP 2 for the Project; and

WHEREAS, the $3,496,000 award for ATP 1 was distributed by project phases as follows: Project Approval and Environmental Documents ("PA&ED") - $148,000; Plans, Specifications, and Estimate ("PS&E") - $445,000; and Construction ("CON") - $2,903,000; and

WHEREAS, the $3,288,000 award for ATP 2 was distributed by project phases as follows: PA&ED - $148,000; PS&E - $380,000; CON - $2,760,000; and

WHEREAS, on November 2, 2023 and on December 22, 2023, Caltrans issued Authorizations to Proceed to the City for the PA&ED phases, formalized as Program Supplement Agreements ("PSA"), confirming the State Funds portions of $148,000 with a $2,000 local match for ATP 1 and $148,000 with a $2,000 local match for ATP 2, respectively; and

WHEREAS, on March 19, 2024, the City Council adopted Resolution No. 2024-15 authorizing the Mayor to execute PSAs for ATP 1 and ATP 2, including committing to provide a local match of $2,000 for ATP 1 and $2,000 for ATP 2, with the understanding that, once the PA&ED phases are complete, City staff would return to the City Council for the appropriation of funding for subsequent phases of both ATPs; and

WHEREAS, in June 2025, staff received notification from Caltrans that the CTC approved funding for the PS&E phase in the amount of $445,000 for ATP 1 and $380,000 for ATP 2; and

WHEREAS, on July 9, 2025, Caltrans issued an authorization to proceed to the City for the PS&E phase; and

WHEREAS, City staff recommends the City Council adopt this Resolution to establish Engineering Grants Fund appropriations of $445,000 for ATP 1 and $380,000 for ATP 2 and corresponding revenue budgets 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 establishment of Engineering Grants Fund appropriations of $445,000 for ATP 1 and $380,000 for ATP 2 and corresponding revenue budgets.

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 2nd day of September, 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, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Warrant Register No. 50 for the Period of 6/6/25 through 6/12/25 in the Amount of $1,422,312.63

RECOMMENDATION:
Ratify Warrants Totaling $1,422,312.63.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 6/6/25 – 6/12/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
AP General Copr	374854	170,544.51	CIP 24-13 Las Palmas Park Improvements
SDG&E	374904	77,927.96	Gas & Electric Utilities for Facilities
Kaiser Foundation	374881	209,135.94	June 2025 – Group #104220
Public Emp Ret	251560097	370,685.16	Service Period 5/13/25 – 5/26/25
Adminsure Inc	380	187,312.97	WC Acct Replenishment/May25

FINANCIAL STATEMENT:
Warrant Register Total $1,422,312.63

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. 50

Warrant Register #50
6/6/2025 to 6/12/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
City Atty				
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR CIVIL SERVICE MATTER	374859	6/12/2025	598.42
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR GVRO	374859	6/12/2025	2,360.54
CEB	LEGAL LIBRARIES - PRC 13459	374862	6/12/2025	500.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR STARDUST INN	374864	6/12/2025	206.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 1516 E. 8TH ST. MATTER	374864	6/12/2025	810.02
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 1508 E. 8TH STREET MATTTE	374864	6/12/2025	832.50
			Total for City Atty	**5,307.98**
City Mgr				
LIEBERT CASSIDY WHI	FFA LEGAL SERVICES FOR LABOR NEGOTIATION -	374885	6/12/2025	4,884.00
LIEBERT CASSIDY WHI	POA LEGAL SERVICES FOR LABOR NEGOTIATION	374885	6/12/2025	5,280.00
LIEBERT CASSIDY WHI	MEA LEGAL SERVICES - LABOR NEGOTIATIONS	374885	6/12/2025	18,524.00
STAPLES BUSINESS ADV	MOP # 45704 - CMO OFFICE SUPPLIES	374915	6/12/2025	260.71
TERRA REALTY ADVISOR	CONSULTANT AGENCY FOR CITY OUTDOOR DIGITA	374920	6/12/2025	3,376.49
			Total for City Mgr	**32,325.20**
Eng/PW				
AP GENERAL CORPORATI	CIP 24-13 LAS PALMAS PARK IMPROVEMENTS	374854	6/12/2025	170,544.51
ASBURY ENVIRONMENTAL	PICK UP USED OIL FILTERS FY25-PW/EQM	374856	6/12/2025	103.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR P. DE LOS RIOS FY2	374858	6/12/2025	176.15
BOOT WORLD	MOP 64096 SAFETY BOOTS FOR J.CASTILLO FY25-F	374858	6/12/2025	195.73
BOOT WORLD	MOP 64096 WORK BOOTS FOR G. CHAVEZ FY25-PW	374858	6/12/2025	200.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR R. FONTANILLA FY2	374858	6/12/2025	200.00
CLEAR WATER TECHNOLO	WATER TREATMENTS FY25-PW/FAC	374865	6/12/2025	475.00
DALTON TOYOTA NATION	REAR VIEW MIRROR&TAIL LIGHT #303/307 FY25-PW	374868	6/12/2025	454.91
DALTON TOYOTA NATION	KEYS & PROGRAMMING FOR FLEET FY25-PW/EQM	374868	6/12/2025	477.75
DIVISION 8 INCORPORA	GLASS AND WINDOW REPAIR FOR FY25-PW/FAC	374873	6/12/2025	1,665.00
FLEET SERVICES INC	MOP 68704 AUTO SUPPLIES FY25-PW/EQM	374875	6/12/2025	60.43
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW	374879	6/12/2025	421.29
LAZFAM INC	DAYLIGHTING LAW MAILERS	374883	6/12/2025	7,088.69
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	374889	6/12/2025	112.53
PARTS AUTHORITY METR	COILS FOR VEH #085 FY25-PW/EQM	374891	6/12/2025	526.18
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	374891	6/12/2025	(48.42)
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	374891	6/12/2025	19.78
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	374891	6/12/2025	178.15
PRECISION TEMPERATUR	KITCHEN & REFRIGERATION REPAIR-PW/FAC	374893	6/12/2025	1,746.21
PRECISION TEMPERATUR	KITCHEN & REFRIGERATION REPAIR FY25-PW/FAC	374893	6/12/2025	1,089.34
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	241.98
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	88.23
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	154.73
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	56.30

Warrant Register #50
6/6/2025 to 6/12/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	253.47
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	29.07
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	46.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	195.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	137.83
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	404.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374894	6/12/2025	81.91
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/PARKS	374894	6/12/2025	114.42
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	374895	6/12/2025	28.74
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	374895	6/12/2025	116.14
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	374895	6/12/2025	28.75
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	374895	6/12/2025	45.11
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	374895	6/12/2025	116.74
ROADONE	MOP 75948 TOWING SERVICE FY25-PW/EQM	374899	6/12/2025	97.20
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S	374903	6/12/2025	99.55
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES MAY FY25-PW/	374903	6/12/2025	138.20
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S	374903	6/12/2025	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS MAY FY25-PW/S	374903	6/12/2025	92.68
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES MAY FY25-PW/	374904	6/12/2025	77,927.96
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR FACILITIES MAY FY25-PW/	374904	6/12/2025	5,779.55
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	374905	6/12/2025	432.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	374905	6/12/2025	598.00
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	374905	6/12/2025	963.08
SAN DIEGO MECHANICAL	PREVENTATIVE HVAC MAINTENANCE FY25-PW/FAC	374905	6/12/2025	3,726.91
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	374911	6/12/2025	125.26
SNAP-ON INDUSTRIAL	FUEL DISCONNECT TOOL FY25-PW/EQM	374912	6/12/2025	95.34
SNAP-ON INDUSTRIAL	FUEL DISCONNECT TOOL FY25-PW/EQM	374912	6/12/2025	17.90
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	374915	6/12/2025	177.37
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	374915	6/12/2025	9.69
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	374915	6/12/2025	20.60
STATE CONTROLLER	ANNUAL ST. REPORT 23/24 FY SRVC	374916	6/12/2025	2,952.18
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	119.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	126.00
SWEETWATER AUTHORITY	WATER SERVICE FOR FAC MAR-MAY FY25-PW/FAC	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FAC MAR-MAY FY25-PW/FAC	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	127.62
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	129.55

Warrant Register #50
6/6/2025 to 6/12/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	145.88
SWEETWATER AUTHORITY	WATER SERVICE FOR FAC MAR-MAY FY25-PW/FAC	374918	6/12/2025	173.52
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	194.18
SWEETWATER AUTHORITY	WATER SERVICE FOR FAC MAR-MAY FY25-PW/FAC	374918	6/12/2025	254.58
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	257.63
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	278.02
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	367.00
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	413.51
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	443.01
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	471.66
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	529.17
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	601.94
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	733.16
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	885.25
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	920.81
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	1,107.22
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374918	6/12/2025	1,507.15
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	2,910.51
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	3,151.66
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374918	6/12/2025	3,593.90
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER FY25-PW/WW	374919	6/12/2025	33.46
SWEETWATER AUTHORITY	WATER BILL FOR WW MAR-MAY FY25-PW/WW	374919	6/12/2025	33.46
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374919	6/12/2025	33.46
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	36.64
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	36.64
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	36.64
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	36.64
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374919	6/12/2025	50.33
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374919	6/12/2025	54.19
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	81.18

Warrant Register #50
6/6/2025 to 6/12/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374919	6/12/2025	81.83
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	91.92
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374919	6/12/2025	98.70
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES MAR-MAY FY25-P	374919	6/12/2025	105.43
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	119.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	119.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	119.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS MAR-MAY FY25-PW/P	374919	6/12/2025	119.09
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	46.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	48.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	52.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	53.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	72.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	79.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	92.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	105.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	114.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	115.00
THE LLOYD PEST CONTR	CITY WIDE PEST CONTROL FY25-PW/FAC	374921	6/12/2025	132.00
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	374923	6/12/2025	139.09
UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT FY25-PW/WW	374923	6/12/2025	1,036.75
VALLEY INDUSTRIAL SP	MOP 46453 INDUSTRIAL SUPPLIES FY25-PW/FAC	374924	6/12/2025	233.16
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STS	374925	6/12/2025	818.90
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STS	374925	6/12/2025	448.25
VULCAN MATERIALS COM	ROADWAY MATERIALS FY25-PW/STS	374925	6/12/2025	1,659.46
WETMORES	AIR BAGS FOR VEH #499 FY25-PW/EQM	374927	6/12/2025	547.67
WETMORES	COMMERCIAL DRIVER LOG BOOKS FY25-PW/EQM	374927	6/12/2025	623.14
WINSUPPLY SOUTH BAY	PLUMBING SUPPLIES FY25-PW/FAC	374930	6/12/2025	575.61
			Total for Eng/PW	**310,597.59**
Finance				
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 03/01/25 - 03/31	374863	6/12/2025	10.31
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 03/01/25 - 03/31	374863	6/12/2025	44.91
DAVID TAUSSIG	DIF STUDY	374870	6/12/2025	2,322.50
KAISER FOUNDATION HE	JUNE 2025 - GROUP #104220 KAISER INSURANCE A	374881	6/12/2025	209,135.94
KAISER FOUNDATION HE	JUNE 2025 - GROUP #104220 KAISER INSURANCE A	374881	6/12/2025	45,312.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
LASER SAVER INC	MOP #45725 / TONER / FIN. DEPT.	374882	6/12/2025	201.13
STAPLES BUSINESS ADV	MOP #45704 / PAPER / FINANCE DEPT.	374915	6/12/2025	460.93
			Total for Finance	**257,487.72**
Fire				
AMEDEE, WALTER	MILEAGE REIMBRSMNT, LA MESA TABLE TOP EXER	374853	6/12/2025	15.26
AP TRITON, LLC	EVALUATE AND OPTIMIZE THE EMERGENCY MEDIC	374855	6/12/2025	3,587.50
CARRILLO-HERNANDEZ,	EDUCATIONAL REIMBRSMNT, DRIVER OPERATOR 1	374861	6/12/2025	575.00
DAVID AGUIRRE	KENWOOD TK790, 5710 WITH SIGTRONICS	374869	6/12/2025	1,705.85
DAVID AGUIRRE	KENWOOD TK 5710 - RADIO CHANGED - ENGINE	374869	6/12/2025	1,705.85
DAVID AGUIRRE	KENWOOD TK 5710 - RADIO CHANGED - ENGINE	374869	6/12/2025	765.00
DAVID AGUIRRE	KENWOOD TK790, 5710 WITH SIGTRONICS	374869	6/12/2025	765.00
DAVID AGUIRRE	RADIO INSTALLATION - FIRE STATION 34	374869	6/12/2025	358.88
DAVID AGUIRRE	RADIO INSTALLATION - FIRE STATION 34	374869	6/12/2025	680.00
DAVID AGUIRRE	RADIO INSTALLATION - FIRE STATION 34	374869	6/12/2025	680.00
DAVID AGUIRRE	RADIO INSTALLATION - FIRE STATION 34	374869	6/12/2025	680.00
ESGIL LLC	PLAN CHECKS FOR FIRE, FY24-25	374874	6/12/2025	2,697.60
MONTANO, HECTOR	PYMT FOR DELVRY OF SPANISH CERT ACADEMY C	374887	6/12/2025	1,200.00
MOTOROLA SOLUTIONS I	BATTERIES FOR APX6000XE	374888	6/12/2025	2,607.72
OFFICE SOLUTIONS BUS	FURNITURES FOR FIRE PREVENTION OFFICE (ADDI	374890	6/12/2025	5,901.96
PRUDENTIAL OVERALL S	MOP#45742, 18X18 PURPLE SHOP TOWEL	374895	6/12/2025	25.00
RODGERS, MICHAEL	REIMBURSEMENT, EMT-B EXPENSES RECERT FEE	374900	6/12/2025	222.50
SO CAL PPE, LLC	TURNOUT COAT AND PANTS CLEANING | MISC REP.	374913	6/12/2025	9,539.00
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FOR FIRE STATIONS	374926	6/12/2025	1,578.98
			Total for Fire	**35,291.10**
Housing				
SOUTH BAY SHREEDDING	FEE SERV FOR FEBRUARY-2025 FOR SECT 8	374914	6/12/2025	105.00
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	374915	6/12/2025	50.57
U.S. INSPECTION GROU	PRC# T3424, TRAINING FOR SUE PEIFER ALICE REI	374922	6/12/2025	848.00
			Total for Housing	**1,003.57**
IT				
STAPLES BUSINESS ADV	OFFICE SUPPLIES FY25	374915	6/12/2025	66.14
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES FY25	374929	6/12/2025	24.36
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES FY25	374929	6/12/2025	71.61
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES FY25	374929	6/12/2025	129.35
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES FY25	374929	6/12/2025	250.92
WILLY'S ELECTRONIC S	ELECTRONICS ACCESSORIES FY25	374929	6/12/2025	105.94
			Total for IT	**648.32**
Library				
AMAZON	LUNCH AT THE LIBRARY GRANT- SUMMER READINC	374852	6/12/2025	85.74
DEMCO INC	DEMCO- TAPE	374872	6/12/2025	261.33
INSPIRE YOU INC	SUMMER READING PROGRAM- MAD SCIENCE ENTE	374880	6/12/2025	505.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 BLU-RAY AND DVDS	374886	6/12/2025	102.03
MIDWEST TAPE, LLC	MIDWEST TAPE- PENGUIN AND TULSA KING	374886	6/12/2025	58.23
MIDWEST TAPE, LLC	MIDWEST TAPE- 4 BLU-RAY AND DVDS	374886	6/12/2025	75.72
MIDWEST TAPE, LLC	MIDWEST TAPE- 6 BLU-RAY AND DVDS	374886	6/12/2025	83.74
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 DVDS	374886	6/12/2025	98.18
MIDWEST TAPE, LLC	MIDWEST TAPE- 8 BLU-RAY AND DVDS	374886	6/12/2025	250.90
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 BLU-RAY AND DVDS	374886	6/12/2025	25.61
MIDWEST TAPE, LLC	MIDWEST TAPE- MISS AUSTEN	374886	6/12/2025	25.86
MIDWEST TAPE, LLC	MIDWEST TAPE- DOUBLE DRAGON	374886	6/12/2025	35.41
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 BLU-RAY AND DVDS	374886	6/12/2025	44.37
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 BLU-RAY AND DVDS	374886	6/12/2025	51.46
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 BLU-RAY AND DVDS	374886	6/12/2025	70.24
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 BLU-RAY AND DVDS	374886	6/12/2025	72.08
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 BLU-RAY AND DVDS	374886	6/12/2025	74.32
MIDWEST TAPE, LLC	MIDWEST TAPE- 4 BLU-RAY AND DVDS	374886	6/12/2025	75.69
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 BLU-RAY AND DVDS	374886	6/12/2025	79.19
MIDWEST TAPE, LLC	MIDWEST TAPE- 5 BLU-RAY AND DVDS	374886	6/12/2025	100.74
MIDWEST TAPE, LLC	MIDWEST TAPE- 6 BLU-RAY AND DVDS	374886	6/12/2025	118.44
MIDWEST TAPE, LLC	MIDWEST TAPE- 5 BLU-RAY AND DVDS	374886	6/12/2025	140.71
RALPH COVERT	SUMMER READING PROGRAM- RALPH COVERT, EN	374897	6/12/2025	450.00
			Total for Library	**2,884.99**
Neigh Svcs				
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	374894	6/12/2025	265.99
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	374895	6/12/2025	16.73
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	374895	6/12/2025	16.73
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SVC	374895	6/12/2025	16.73
PRUDENTIAL OVERALL S	MOP 45742 LAUNRY SVC	374895	6/12/2025	16.73
STAPLES BUSINESS ADV	MOP OFFICE SUPPLIES PARKING	374915	6/12/2025	91.83
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES / PARKING	374915	6/12/2025	65.05
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES PARKING	374915	6/12/2025	39.92
			Total for Neigh Svcs	**529.71**
Nutrition				
AIR EXHAUST CORP CO	CLEANING SERVICES OF HOODS, FANS, DUCTS AT	374851	6/12/2025	72.00
			Total for Nutrition	**72.00**
Police				
BARAJAS, SABRINA	TRAINING PER DIEM PRC T3316	374857	6/12/2025	473.00
CARDOZA, MATTHEW	TRAINING PER DIEM FOR POST PL 4 PRC T3394	374860	6/12/2025	301.00
CLEARS, INC.	2025 CLEARS ACTIVE MEMBERSHIP FEE	374866	6/12/2025	75.00
CRYE PRECISION LLC	SWAT UNIFORMS & ACCESSORIES	374867	6/12/2025	2,373.68
CRYE PRECISION LLC	SWAT UNIFORMS & ACCESSORIES	374867	6/12/2025	647.49
DELL MARKETING L P	LIVE 911 SERVER_POWEREDGE R660XS	374871	6/12/2025	181.91

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
DELL MARKETING L P	LIVE 911 SERVER_POWEREDGE R660XS	374871	6/12/2025	8,319.96
GIL, SALVADOR	REIM: SGIL NATIONAL GRANTS MANAGEMENT ASS(	374876	6/12/2025	2,662.55
HENRY, ZACHARY R	TRAINING PER DIEM PRC T3345 FOR TC INV HENRY	374877	6/12/2025	473.00
HIGH DENSITY INC.	BASEMENT LOCKERS	374878	6/12/2025	45,832.69
HIGH DENSITY INC.	BASEMENT LOCKERS	374878	6/12/2025	45,832.69
LEADSONLINE PARENT,	NIGHTHAWK USER LICENSE CUSTOM	374884	6/12/2025	7,395.16
QUIROGA, RAZIEL	TRAINING PER DIEM POST PLN 4 ADV SUPERVISOR	374896	6/12/2025	946.00
REESE AUDREY	REIM: AREESE - ADV. PEER SUPPORT & CRITICAL II	374898	6/12/2025	132.33
RUDE, ROBERT A	TRAINING PER DIEM FTO UPDATE PRC REQUESTEI	374901	6/12/2025	301.00
SAN DIEGO COUNTY LAW	2025 EXPLORER ACADEMY	374902	6/12/2025	4,550.00
SAN DIEGO MIRAMAR CO	TRAINING TUITION FOR ROT AOT PRC T3257	374906	6/12/2025	46.00
SAN DIEGO MIRAMAR CO	TRAINING TUITION FOR ROT AOT PRC T3257	374907	6/12/2025	46.00
SAN DIEGO POLICE EQU	AMMUNITION RESUPPLY FY2025	374908	6/12/2025	1,272.38
SANCHEZ, GILBERT	TRAINING PER DIEM FOR POST PLN 4 PRC T3384	374909	6/12/2025	301.00
SHAFER, VINCENT	TRAINING PER DIEM FOR POST PLN 4 FTO PRC T33	374910	6/12/2025	387.00
STAPLES BUSINESS ADV	MOP# 45704 / OFFICE SUPPLIES / PD ADMIN	374915	6/12/2025	181.49
STAPLES BUSINESS ADV	MOP# 45704 / VARIOUS OFFICE SUPPLIES / PD ADM	374915	6/12/2025	244.24
SULLIVAN, CHRISTOPHE	TRAINING REIMBURSEMENET FOR FBI ACADEMY UI	374917	6/12/2025	132.43
WILLIAMS, NATHAN	TRAINING PER DIEM FOR PRC T3345 TC INV WILLIA	374928	6/12/2025	473.00
			Total for Police	**123,581.00**
			A/P PAYMENTS Total	**769,729.18**

EFT PAYMENTS

Eng/PW

CHEN RYAN ASSOCIATES	16TH AND 18TH ST BICYCLE BOULV SGIP APPLICAT	1000499	6/6/2025	20,555.00
D-MAX ENGINEERING IN	T&A 90710 PACIFIC PLAZA RES.- E 12TH ST. & PLAZ	1000500	6/6/2025	785.18
D-MAX ENGINEERING IN	T&A 90626- UNION TOWER APARTMENTS	1000500	6/6/2025	239.78
D-MAX ENGINEERING IN	T&A 90645- GRADING – U-HAUL AT 1300 WILSON AV	1000500	6/6/2025	265.26
GRAINGER	MOP 65179 AUTO SUPPLIES FY25-PW/EQM	1000502	6/6/2025	122.89
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES FY25-PW/EQM	1000505	6/6/2025	77.54
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY25-PW/PARKS	1000506	6/6/2025	147.06
			Total for Eng/PW	**22,192.71**

Finance

ACE UNIFORMS & ACCES	SEW ON PATCHES/ACE UNIFORMS	1000497	6/6/2025	19.40
			Total for Finance	**19.40**

Fire

ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	1000496	6/6/2025	454.49
L N CURTIS & SONS	NOZZLES 1.5 PACKAGE TO REPLACE OUTDATED	1000503	6/6/2025	918.94
L N CURTIS & SONS	1.75X50' CPLD 1.5 NH YELLOW AND BLUE	1000503	6/6/2025	20,573.32
L N CURTIS & SONS	1.75X50' CPLD 1.5 NH YELLOW AND BLUE	1000503	6/6/2025	6,857.78
			Total for Fire	**28,804.53**

HR

Warrant Register #50
6/6/2025 to 6/12/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ADMINSURE INC	WORKERS COMP CLAIMS ADMIN SERVICES FOR M/	1000498	6/6/2025	8,862.00
ADMINSURE INC	WC CLAIMS ADMIN/JUN25/PO #25100112	1000498	6/6/2025	8,862.00
			Total for HR	**17,724.00**
Police				
SUPER SMART SHOPPERS	RFQ #1151 LAB SUPPLIES	1000504	6/6/2025	4,128.64
			Total for Police	**4,128.64**
Risk				
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED-VARGAS	1000501	6/6/2025	1,874.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED-PORTILLO	1000501	6/6/2025	3,636.87
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED-ABBOTT	1000501	6/6/2025	4,186.01
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED-ALEGRE	1000501	6/6/2025	4,356.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED-GOGUE	1000501	6/6/2025	7,663.16
			Total for Risk	**21,716.04**
			EFT PAYMENTS Total	**94,585.32**
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 05/13/2025 - 05/26/2025	251560097	6/6/2025	370,685.16
			Total for Finance	**370,685.16**
HR				
ADMINSURE INC	WC ACCT REPLENISHMENT/MAY25	380	6/10/2025	187,312.97
			Total for HR	**187,312.97**
			WIRED PAYMENTS Total	**557,998.13**
			GRAND TOTAL	**1,422,312.63**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Warrant Register No. 51 for the Period of 6/13/25 through 6/19/25 in the Amount of $2,605,917.92

RECOMMENDATION:
Ratify Warrants Totaling $2,605,917.92.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 6/13/25 – 6/19/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Huntington Beach	374942	58,575.81	Kimball Park Ballfield Lighting
RAC Construction	374953	51,809.54	16th and Q Ave Storm Drain Repair
CDWG	374985	156,473.85	Panasonic Toughbook & Damage Coverage

FINANCIAL STATEMENT:
Warrant Register Total $2,605,917.92

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. 51

Warrant Register #51
6/13/2025 to 6/19/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Building				
ESGIL LLC	DEPUTY BUILDING OFFICIAL SERVICES / APRIL	374997	6/19/2025	26,100.00
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	374997	6/19/2025	7,818.10
ESGIL LLC	ON-CALL PLAN REVIEWS, PERMIT REVIEWS, ETC.	374998	6/19/2025	1,001.08
ESGIL LLC	DEPUTY BUILDING OFFICIAL SERVICES / MAY	374999	6/19/2025	23,200.00
THE NEHER GROUP	BD25-002099 REFUND PORTION OF INSPECT FEES	375038	6/19/2025	58.00
THE NEHER GROUP	BD25-002099 REFUND PORTION OF INSPECT FEES	375038	6/19/2025	2,614.57
			Total for Building	**60,791.75**
City Atty				
CIVICA LAW GROUP APC	LEGAL SERVICES FOR RAMADA MATTER	374987	6/19/2025	3,163.00
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 220 14TH STREET MATTER	374987	6/19/2025	3,982.60
CIVICA LAW GROUP APC	LEGAL SERVICES FOR STUDIO 6 MATTER	374987	6/19/2025	16,964.47
			Total for City Atty	**24,110.07**
City Mgr				
MORRISON, RONALD	REIMBURSEMENT - RONALD MORRISON - CERT FR/	375009	6/19/2025	217.28
STAPLES BUSINESS ADV	MOP#45704 - CMO OFFICE SUPPLIES	375034	6/19/2025	22.01
STAPLES BUSINESS ADV	MOP#45704 - CMO OFFICE SUPPLIES	375034	6/19/2025	22.01
			Total for City Mgr	**261.30**
Clerk				
ARREOLA, VICTOR	PARTIAL REFUND FOR CANDIDATE STATEMENT	374970	6/19/2025	734.00
PEREZ, DANIEL	DEPOSIT REFUND FOR CANDIDATE STATEMENT	375021	6/19/2025	734.00
TRANS-LANG	TRANSLATION SERVICES	375041	6/19/2025	1,575.00
			Total for Clerk	**3,043.00**
Comm Svcs				
BSN SPORTS LLC	BLEACHER REPLACEMENT PARTS FOR CAMACHO/(	374980	6/19/2025	2,157.40
CASTILLO, DANIEL A	RFW FAB PROGRAMMING DJ/MC GOLD PACKAGE/C	374983	6/19/2025	1,000.00
DELGADO, ELYANA	RFW EMPLOYEE REIMBURSMENT CASA MUSIC SHC	374993	6/19/2025	8.09
EXOS WORKS, INC	EXOS APRIL PAYROLL AND STAFFING EXPENSES F	375000	6/19/2025	18,889.06
HOME DEPOT CREDIT SE	MOUNTED WALL FANS/EXT CORDS/CSD	375003	6/19/2025	319.73
LASER SAVER INC	MOP 45725 TONER FOR PRINTER AT POOL/CSD	375005	6/19/2025	380.41
SMART & FINAL	MOP 45756 MLK PROGRAMMING/CSD	375030	6/19/2025	18.99
SMART & FINAL	MOP 45756 CASA SUMMER FUN & MUSIC SHOWCAS	375030	6/19/2025	255.28
SMART & FINAL	MOP 45756 FAB PROGRAMMING SUPPLIES/CSD	375030	6/19/2025	137.92
SMART & FINAL	MOP 45756 CASA SUMMER FUN SUPPLIES/CSD	375030	6/19/2025	209.85
STAPLES BUSINESS ADV	MOP 45704 FAB PROGRAMMING SUPPLIES	375034	6/19/2025	291.59
STAPLES BUSINESS ADV	MOP 45704 FAB PROGRAMMING SUPPLIES	375034	6/19/2025	157.05
THE SHERWIN WILLIAMS	MOP 77816 SUPPLIES FOR CASA EXTERIOR PAINT/(	375039	6/19/2025	95.38
			Total for Comm Svcs	**23,920.75**
Eng/PW				
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR REPAIRS FY25-PW/FAC	374931	6/16/2025	1,152.25

Warrant Register #51
6/13/2025 to 6/19/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A REASON TO SURVIVE	4TH STREET SPIGOT ARTS PROJECT	374932	6/16/2025	20,000.00
ACCI ROOFING SERVICE	CIP 24-07 ARTS BUILDING ROOF REPLACEMENT	374933	6/16/2025	19,324.04
ATLAS TECHNICAL CONS	NTP -PARADISE CREEK WATER QUALITY AND	374934	6/16/2025	1,151.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	340.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	495.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	540.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	195.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	195.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	340.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	340.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	450.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	480.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	480.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	540.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	150.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	225.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	395.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	395.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	150.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	150.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	150.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	150.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	150.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	240.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	395.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	395.00
COSCO FIRE PROTECTIO	FIRE SAFETY INSPECTIONS FY25-PW/FAC	374936	6/16/2025	495.00
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	374937	6/16/2025	33.43
DANIELS TIRE SERVICE	BPO: TIRES FOR CITY FLEET FY25-PW/EQM	374937	6/16/2025	1,086.10
ENTERPRISE FLEET MAN	FY25 FLEET LEASE MANAGEMENT	374938	6/16/2025	31,375.42
ENTERPRISE FLEET MAN	FY25 FLEET LEASE MANAGEMENT	374939	6/16/2025	32,124.60
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY25-PW/EQM	374940	6/16/2025	126.14
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY25-PW/EQM	374940	6/16/2025	214.00
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY25-PW/EQM	374940	6/16/2025	370.01
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW	374941	6/16/2025	337.11
HOME DEPOT CREDIT SE	MISC PARK MAINTENANCE SUPPLIES FOR FY25-PW	374941	6/16/2025	32.30
HOME DEPOT CREDIT SE	MISC PARK MAINTENANCE SUPPLIES FOR FY25-PW	374941	6/16/2025	58.71
HUNTINGTON BEACH ELE	CIP 24-10 KIMBALL PARK BALLFIED LIGHTING PROJ	374942	6/16/2025	58,575.81
HUNTINGTON BEACH ELE	CIP 24-10 KIMBALL PARK BALLFIED LIGHTING PROJ	374942	6/16/2025	25,559.54
INTERNATIONAL EMERGE	EMERGENCY LIGHTING WW VEH FY25-PW/EQM	374943	6/16/2025	1,470.44
INTERNATIONAL EMERGE	EMERGENCY LIGHTING FOR FY2025 CAMRY LEASE	374943	6/16/2025	3,654.86

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
INTERNATIONAL EMERGE	EMERGENCY LIGHTING CHRYSLER VOYAGER FY2	374943	6/16/2025	3,804.86
MASON'S SAW & LAWNMO	MOP 45729 STREETS LANDSCAPE SUPPLIES FY25-F	374944	6/16/2025	200.36
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET APR FY25-PW/FA	374945	6/16/2025	759.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	374946	6/16/2025	69.59
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	374946	6/16/2025	91.94
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	374947	6/16/2025	23.12
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	374947	6/16/2025	173.13
PARTS AUTHORITY METR	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	374947	6/16/2025	298.83
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	374948	6/16/2025	15.24
POWERSTRIDE BATTERY	AUTO BATTERIES FY25-PW/EQM	374949	6/16/2025	1,060.54
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	127.20
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	63.79
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	34.59
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	374950	6/16/2025	58.18
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	63.08
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	207.21
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	418.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	125.23
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	189.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	190.28
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	356.70
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	357.79
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	374.06
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	432.83
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	43.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	374950	6/16/2025	102.02
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	203.95
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	22.28
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/FAC	374950	6/16/2025	34.32
PROJECT PROFESSIONAL	CIP 24-06 LIBRARY DOOR UPGRADES	374951	6/16/2025	265.15
PROJECT PROFESSIONAL	CIP 20-04 PD GENERATOR & ELECTRICAL UPGRADE	374951	6/16/2025	1,553.50
PROJECT PROFESSIONAL	PROJECT SUPPORT SERVICES FOR WASTEWATER	374951	6/16/2025	1,590.00
PROJECT PROFESSIONAL	CIP 24-03 P2 SEWER UPSIZING PROJECT	374951	6/16/2025	1,751.50
PROJECT PROFESSIONAL	ON-CALL PROJECT SUPPORT SERVICES	374951	6/16/2025	1,975.25
PROJECT PROFESSIONAL	CIP 24-15 PD DEPT ROLL-UP & SALLYPORT DOORS	374951	6/16/2025	2,147.00
PROJECT PROFESSIONAL	AMENDMENT # 2 FOR SOLID WASTE ADMINISTRATI	374951	6/16/2025	2,650.00
PROJECT PROFESSIONAL	CIP 24-20 - STORM 16TH AND Q AVE STORM DRAIN	374951	6/16/2025	3,430.50
PROJECT PROFESSIONAL	CIP 24-10 - KIMBALL PARK BALLFIELD LIGHTING -AF	374951	6/16/2025	11,754.50
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/FAC	374952	6/16/2025	28.75
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	374952	6/16/2025	52.94
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/PARKS	374952	6/16/2025	80.16

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	374952	6/16/2025	82.40
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	374952	6/16/2025	116.74
RAC CONSTRUCTION &	CIP 24-20 16TH AND Q AVE STORM DRAIN REPAIR	374953	6/16/2025	51,809.54
SAN DIEGO MECHANICAL	BACKFLOW SERVICES FY25-PW/FAC	374954	6/16/2025	19,408.00
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25 FY25-PW/EQM	374956	6/16/2025	224.86
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	374956	6/16/2025	276.61
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	374957	6/16/2025	346.06
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	374957	6/16/2025	485.06
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	374957	6/16/2025	485.06
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	374957	6/16/2025	485.06
SITEONE LANDSCAPE SU	MOP 69277 LANDSCAPE SUPPLIES FY25-PW/PARKS	374957	6/16/2025	217.05
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	374958	6/16/2025	2,277.16
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	374958	6/16/2025	2,325.00
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	374958	6/16/2025	4,060.75
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	374958	6/16/2025	5,400.00
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	374958	6/16/2025	5,439.59
SOUTHWEST SIGNAL SER	INTERSECTION MAINTENANCE FY25-PW/STS	374958	6/16/2025	7,487.06
STC TRAFFIC INC	STC- TRAFFIC SIGNAL SUPPORT SERVICES	374959	6/16/2025	710.00
STC TRAFFIC INC	STC- PLAZA BLVD. TSA SYNCHRO	374959	6/16/2025	4,325.00
STC TRAFFIC INC	STC - ENG SUPPORT SERVICES	374959	6/16/2025	5,680.00
STC TRAFFIC INC	CIP 23-04 PROPOSAL FOR RETROREFLECTIVE BAC	374960	6/16/2025	2,895.00
STC TRAFFIC INC	I AVENUE DRAINAGE EVALUATION	374960	6/16/2025	2,970.00
STC TRAFFIC INC	SURVEYING AND CIVIL ENG SERVICES - K AVE DRA	374960	6/16/2025	7,155.00
STC TRAFFIC INC	ARDURRA WASTEWATER TAX ROLL UPDATE	374960	6/16/2025	15,221.25
STC TRAFFIC INC	CIP 22-33 E 8TH ST & HARBOR DRIVE BNSF CROSSI	374960	6/16/2025	16,945.16
THE VISION CULTURE	EUCLID & PLAZA ELECTRICAL BOXES-FILIPINO PLA	374962	6/16/2025	4,500.00
UNITED ROTARY BRUSH	GUTTER BROOMS FOR STR SWPR FY25-PW/EMQ	374963	6/16/2025	867.29
UNITED ROTARY BRUSH	GUTTER BROOMS FOR STR SWPR FY25-PW/EQM	374963	6/16/2025	4,078.13
AMAZON CAPITAL SERVI	2 X MCLANE CUTTER HEAD BEARINGS FY25-PW/PA	374968	6/19/2025	47.31
BOOT WORLD	MOP 64096 WORK BOOTS FOR D. ELLIS FY25-PW/F	374978	6/19/2025	137.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR R.CASTANEDA FY25	374978	6/19/2025	117.43
BOOT WORLD	MOP 64096 WORK BOOTS FOR G.GUERRERO FY25-	374978	6/19/2025	137.00
BOOT WORLD	MOP 64096 WORK BOOTS FOR S.FLORES FY25-PW	374978	6/19/2025	166.37
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	374981	6/19/2025	323.53
CALIFORNIA ELECTRIC	MOP 45698 ELECTRIC SUPPLIES FY25-PW/FAC	374981	6/19/2025	456.75
CANON SOLUTIONS AMER	EQUIPMENT BASE CHARGE OF ENG. PLOTTER/SCA	374982	6/19/2025	97.43
CANON SOLUTIONS AMER	EQUIPMENT USAGE CHARGE OF ENG. PLOTTER/SC	374982	6/19/2025	68.39
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY25-PW/EQM	375001	6/19/2025	66.21
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW	375003	6/19/2025	258.60
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW	375003	6/19/2025	257.67
HOME DEPOT CREDIT SE	BPO: BUILDING MATERIAL SUPPLIES FOR FY25-PW	375003	6/19/2025	420.29

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
LEIGHTON CONSULTING	CONSTRUCTION TESTING SERVICES FOR CCME CI	375006	6/19/2025	8,942.75
NORTH COUNTY EVS INC	FIRE APPARATUS SERVICES FY25-PW/EQM	375012	6/19/2025	1,520.52
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY25-PW/EQM	375013	6/19/2025	10.64
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS FY25-PW/EQM	375016	6/19/2025	55.00
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY25-PW/EQM	375017	6/19/2025	740.89
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY25-PW/EQM	375018	6/19/2025	102.53
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	375022	6/19/2025	24.46
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/STS	375022	6/19/2025	74.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	375022	6/19/2025	147.82
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	375022	6/19/2025	483.45
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY25-PW/WW	375022	6/19/2025	215.23
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/WW	375024	6/19/2025	52.94
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/EQM	375024	6/19/2025	82.40
PRUDENTIAL OVERALL S	MOP 45742 LAUNDRY SERVICES FY25-PW/STS	375024	6/19/2025	113.84
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JUNE FY25-PW/S	375025	6/19/2025	695.36
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JUNE FY25-PW/S	375025	6/19/2025	11,267.36
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JUNE FY25-PW/S	375025	6/19/2025	92.97
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JUNE FY25-PW/S	375025	6/19/2025	11.45
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR WASTEWATER JUNE FY25	375026	6/19/2025	1,462.95
SAN DIEGO GAS & ELEC	GAS AND ELECTRIC FOR STREETS JUNE FY25-PW/S	375026	6/19/2025	38,916.32
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY25-PW/EQM	375027	6/19/2025	120.54
SEDANO FORD OF LM, I	MOP 87498 AUTO SUPPLIES FY25-PW/EQM	375027	6/19/2025	406.18
SO CAL TRUCK STOP	MOP 45758 AUTO SUPPLIES FY25-PW/EQM	375031	6/19/2025	23.78
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY25-PW/ENG	375034	6/19/2025	57.84
STC TRAFFIC INC	SUPPORT FOR STORMDRAIN/CMP FIELD INVEST AN	375036	6/19/2025	14,849.15
TURF STAR INC	SENSOR FOR PARKS MOVER #391 FY25-PW/EQM	375042	6/19/2025	213.94
TURF STAR INC	SENSOR FOR PARKS MOVER #391-PW/EQM	375042	6/19/2025	182.15
WAXIE SANITARY SUPPL	BPO: JANITORIAL SUPPLIES FY25-PW/FAC	375044	6/19/2025	2,082.63
WEST COAST ARBORISTS	CITY TREE TRIMMING SERVICES FY25	375045	6/19/2025	6,650.00
WEST COAST ARBORISTS	CITY TREE TRIMMING SERVICES FY25	375045	6/19/2025	1,360.00
			Total for Eng/PW	**501,446.45**
Finance				
BRINK'S INCORPORATED	TRANSPORTATION BILLING PERIOD 06/01/25 TO 06/	374979	6/19/2025	670.84
			Total for Finance	**670.84**
Fire				
BAUER COMPRESSORS	MICROBLAZE PPE & DE-CON CLEANER	374976	6/19/2025	510.04
BAUER COMPRESSORS	MICROBLAZE PPE & DE-CON CLEANER	374976	6/19/2025	230.13
BIOCONNECT US INC	BIOCONNECT LINK SUBSCRIPTION 2 - YR	374977	6/19/2025	5,616.00
CROSS CONNECTIONS	WAVE TUNABLE MOBILE ANTENNA	374990	6/19/2025	50.27
CROSS CONNECTIONS	WAVE TUNABLE MOBILE ANTENNA	374990	6/19/2025	8.20
CROSS CONNECTIONS	WAVE TUNABLE MOBILE ANTENNA	374990	6/19/2025	32.47

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PRO BUILD COMPANY	MOP#45707, MASTER PADLOCK - RECEPTACLE WH	375022	6/19/2025	48.43
ZOLL MEDICAL CORP	EXTENDED WARRANTY FOR ZOLL ECG MONITOR	375046	6/19/2025	10,597.50
			Total for Fire	**17,093.04**
Housing				
CHRISTENSEN & SPATH	DENSITY BONUS RFP SUBORDINATION FEES	374986	6/19/2025	825.00
CHRISTENSEN & SPATH	TOWER 999 HOUSING PROJECT	374986	6/19/2025	1,725.00
KEYSER MARSTON ASSOC	ON-CALL CONSULTING SERVICES	375004	6/19/2025	6,095.00
NAN MCKAY AND ASSOCI	PRC# T3424 NSPIRE HCV ONLINE TRAINING FOR SE	375010	6/19/2025	2,752.50
NAN MCKAY AND ASSOCI	PRC# T3424 NSPIRE HCV ONLINE TRAINING CARINA	375010	6/19/2025	917.50
NATIONAL CREDIT REPO	MARCH-2025 FEE FOR CRIMINAL REPORT FOR SEC	375011	6/19/2025	269.00
NATIONAL CREDIT REPO	MAY -2025 FEE FOR CRIMANL REPORT FOR SECT 8	375011	6/19/2025	188.30
OCANA, ARNALDO J	PRC# T3397 ANNUAL PUBLIC HOUSING PHA COFER	375014	6/19/2025	1,533.11
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	375015	6/19/2025	97.90
STAPLES BUSINESS ADV	OFFICE SUPPLIES MOP 45704/HOUSING	375034	6/19/2025	51.00
STAPLES BUSINESS ADV	WIRELESS MOUSE MOP 45704/ HOUSING	375034	6/19/2025	29.90
STAPLES BUSINESS ADV	TIER METAL FILE MOP 45704/ HOUSING	375034	6/19/2025	45.99
STAPLES BUSINESS ADV	OFFICE SUPPLIES MOP 45704/ HOUSING	375034	6/19/2025	110.03
STAPLES BUSINESS ADV	BINDERS MOP 45704/ HOUSING	375034	6/19/2025	75.62
STAPLES BUSINESS ADV	COPY PAPER MOP 45704/ HOUSING	375034	6/19/2025	84.51
STAPLES BUSINESS ADV	BINDERS MOP 45704/ HOUSING	375034	6/19/2025	60.55
			Total for Housing	**14,860.91**
HR				
LIEBERT CASSIDY WHI	GEN LEGAL SVCS/MATTER #NA040-00001	375007	6/19/2025	308.00
			Total for HR	**308.00**
IT				
AT&T	AT&T DATA FY25	374971	6/19/2025	61.93
AT&T		374971	6/19/2025	2,390.01
AT&T	AT&T CIRCUITS FY25	374971	6/19/2025	19,801.95
AT&T	AT&T DATA FY25	374971	6/19/2025	127.05
AT&T	AT&T WIRELESS FY25	374972	6/19/2025	6,558.60
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM (RCS) FY25	374988	6/19/2025	8,230.50
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	374989	6/19/2025	2,060.21
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY25	374989	6/19/2025	77.17
GRANICUS	SWAGIT WEBCASTING FY25	375002	6/19/2025	2,199.16
SPOK INC	SPOK PAGING FY25	375032	6/19/2025	777.30
SPOK INC	SPOK PAGING FY25	375032	6/19/2025	777.68
SPOK INC	SPOK PAGING FY25	375033	6/19/2025	38.50
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	298.71
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	440.82
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	250.90
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	498.27

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	372.22
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	372.22
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	487.44
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	223.42
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375035	6/19/2025	217.15
STARTECH COMPUTERS	ELECTRONIC ACCESSORIES FY25	375035	6/19/2025	115.74
STARTECH COMPUTERS	ELECTRONICS ACCESSORIES FY25	375035	6/19/2025	459.06
STARTECH COMPUTERS	ELECTRONICS ACCESSORIES FY25	375035	6/19/2025	499.02
STARTECH COMPUTERS	ELECTRONICS ACCESSORIES FY25	375035	6/19/2025	240.40
STARTECH COMPUTERS	ELECTRONICS ACCESSORIES FY25	375035	6/19/2025	348.46
STARTECH COMPUTERS	ELECTRONICS ACCESSORIES FY25	375035	6/19/2025	393.97
TYLER TECHNOLOGIES I	TYLER MUNIS ERP	375043	6/19/2025	740.00
			Total for IT	**49,057.86**
Library				
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	374974	6/19/2025	24.19
BAKER & TAYLOR	BAKER AND TAYLOR- 10 BOOKS	374974	6/19/2025	196.96
BAKER & TAYLOR	BAKER AND TAYLOR- LIFE CYCLE OF THE COMMON	374974	6/19/2025	19.32
BAKER & TAYLOR	BAKER AND TAYLOR- VERA WONGS GUIDE TO SNC	374974	6/19/2025	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- SAVE ME STRANGER	374974	6/19/2025	18.05
BAKER & TAYLOR	BAKER AND TAYLOR-TIBURIN GRANDE	374974	6/19/2025	18.64
BAKER & TAYLOR	BAKER AND TAYLOR- MI NOMBRE ES EMILIA DEL V/	374974	6/19/2025	18.68
BAKER & TAYLOR	BAKER AND TAYLOR- BOOKS, FY 24/25	374974	6/19/2025	19.31
BAKER & TAYLOR	BAKER AND TAYLOR- NESTING	374974	6/19/2025	19.32
BAKER & TAYLOR	BAKER AND TAYLOR- BEYOND ANXIETY	374974	6/19/2025	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- HOLMES IS MISSING 1	374974	6/19/2025	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	374974	6/19/2025	20.24
BAKER & TAYLOR	BAKER AND TAYLOR- WASTE WARS THE WILD AFT	374974	6/19/2025	21.23
BAKER & TAYLOR	BAKER AND TAYLOR- EL REGRESO DE LOS WILLOU	374974	6/19/2025	21.73
BAKER & TAYLOR	BAKER AND TAYLOR- HOLMES IS MISSING	374974	6/19/2025	23.31
BAKER & TAYLOR	BAKER AND TAYLOR- PIGEON WANTS A PUPPY	374974	6/19/2025	29.62
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	374974	6/19/2025	34.04
BAKER & TAYLOR	BAKER AND TAYLOR- 11 BOOKS	374974	6/19/2025	87.45
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	374974	6/19/2025	92.65
BAKER & TAYLOR	BAKER AND TAYLOR- 7 BOOKS	374974	6/19/2025	146.65
BAKER & TAYLOR	BAKER AND TAYLOR- 16 BOOKS	374974	6/19/2025	352.96
BAKER & TAYLOR	BAKER AND TAYLOR- 6 BOOKS	374974	6/19/2025	94.83
BAKER & TAYLOR	BAKER AND TAYLOR- WRITTEN ON THE DARK	374974	6/19/2025	19.32
BAKER & TAYLOR	BAKER AND TAYLOR- INVESTING MONEY	374974	6/19/2025	21.73
BAKER & TAYLOR	BAKER AND TAYLOR- DON'T FORGET ME LITTLE BE	374974	6/19/2025	18.68
BAKER & TAYLOR	BAKER AND TAYLOR- LOOKING AT WOMEN LOOKIN	374974	6/19/2025	19.32
BAKER & TAYLOR	BAKER AND TAYLOR- DISENLIGHTENMENT	374974	6/19/2025	21.86

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	374974	6/19/2025	39.90
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS, FY 24/25	374974	6/19/2025	57.95
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	374974	6/19/2025	95.95
BAKER & TAYLOR	BAKER AND TAYLOR- IMMORTAL DARK	374975	6/19/2025	13.58
BAKER & TAYLOR	BAKER AND TAYLOR- LOS PANTALONES DE LUISA	374975	6/19/2025	11.45
BAKER & TAYLOR	BAKER AND TAYLOR-EL CUERPO DEL DELITO	374975	6/19/2025	12.08
BAKER & TAYLOR	BAKER AND TAYLOR- LA MAGIA DE LOS SUENOS	374975	6/19/2025	13.97
BAKER & TAYLOR	BAKER AND TAYLOR- EL LIBRRO MAS DIVERTIDO D	374975	6/19/2025	14.63
BAKER & TAYLOR	BAKER AND TAYLOR- 9 HABITOS JAPONESES QUE	374975	6/19/2025	14.71
BAKER & TAYLOR	BAKER AND TAYLOR- MISSING MOMMA	374975	6/19/2025	17.53
BAKER & TAYLOR	BAKER AND TAYLOR- POKEMON SWORD AND SHIE	374975	6/19/2025	6.17
BAKER & TAYLOR	BAKER AND TAYLOR- BAD KITTY	374975	6/19/2025	8.90
BAKER & TAYLOR	BAKER AND TAYLOR- I DO NOT EAT CHILDREN	374975	6/19/2025	14.04
BAKER & TAYLOR	BAKER AND TAYLOR- ROBOT SALVAJE THE WILD R	374975	6/19/2025	14.48
BAKER & TAYLOR	BAKER AND TAYLOR- VINLAND SAGA	374975	6/19/2025	14.63
EBSCO INFORMATION SE	ESBSCO- MAGAZINE AND NEWSPAPER SUBSCRIPT	374996	6/19/2025	5,906.12
MIDWEST TAPE, LLC	MIDWEST TAPE- 1 DVD	375008	6/19/2025	22.51
MIDWEST TAPE, LLC	MIDWEST TAPE- 1 DVD	375008	6/19/2025	30.75
MIDWEST TAPE, LLC	MIDWEST TAPE- 1 DVD	375008	6/19/2025	43.56
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 DVDS	375008	6/19/2025	43.56
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 DVDS	375008	6/19/2025	51.72
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 BLU-RAY	375008	6/19/2025	56.83
MIDWEST TAPE, LLC	MIDWEST TAPE- 4 DVDS	375008	6/19/2025	58.00
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 BLU-RAYS	375008	6/19/2025	88.75
MIDWEST TAPE, LLC	MIDWEST TAPE- 6 BLU-RAYS	375008	6/19/2025	141.27
			Total for Library	**8,212.98**
Neigh Svcs				
AMAZON	AMAZON / MOTOROLA SPEAKER MIC	374967	6/19/2025	63.55
THE SHERWIN WILLIAMS	PAINT SPRAYER/SHERWIN WILLIAMS	375039	6/19/2025	1,456.16
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES / NSD	375039	6/19/2025	273.76
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	375039	6/19/2025	124.32
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	375039	6/19/2025	409.99
THE SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES	375039	6/19/2025	118.64
			Total for Neigh Svcs	**2,446.42**
Nutrition				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	702.39
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	1,733.50
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	1,931.00
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	3,487.44
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	1,266.71
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	202.24

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374965	6/19/2025	2,013.55
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	298.29
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	608.74
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	749.82
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	565.31
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	485.27
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	623.84
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	374966	6/19/2025	485.27
STAPLES BUSINESS ADV	OFFICE SUPPLIES FOR NUTR CTR	375034	6/19/2025	123.68
SYSCO SAN DIEGO INC	DISHWASHER LEASE DECEMBER 2024	375037	6/19/2025	259.86
SYSCO SAN DIEGO INC	DISHWASHER LEASE FOR MONTH OF MARCH 2025	375037	6/19/2025	259.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	375037	6/19/2025	798.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	375037	6/19/2025	2,147.09
SYSCO SAN DIEGO INC	DISHWASHER LEASE FOR MONTH OF APRIL 2025	375037	6/19/2025	259.86
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	375037	6/19/2025	191.31
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	375037	6/19/2025	5,036.44
			Total for Nutrition	**24,230.33**
Planning				
CASTLE, RANDI M	PRC#T3328 R.CASTLE PC ACADEMY 2025	374984	6/19/2025	1,264.74
			Total for Planning	**1,264.74**
Police				
CAL UNIFORMS INC	CNT UNIFORM POLO SHIRTS WITH LOGO	374935	6/16/2025	205.80
CAL UNIFORMS INC	CNT UNIFORM POLO SHIRTS WITH LOGO	374935	6/16/2025	70.00
SD COUNTY POLICE CHI	SD COUNTY CHIEF'S & SHERIFF'S ASSOC. LUNCHE(	374955	6/16/2025	65.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE FY2025 / JUNE	374961	6/16/2025	1,200.00
ADAMOS, MAELIHINI R	TRAINING PER DIEM FOR POST PLAN 4 REIMBURSE	374964	6/19/2025	391.32
ARJIS	ARJIS / ESUN FY 25 / 3RD QUARTER FEES	374969	6/19/2025	10,912.08
AXON ENTERPRISE INC	AXON FOTOKITE TETHERED DRONE	374973	6/19/2025	39,474.18
AXON ENTERPRISE INC	AXON FOTOKITE TETHERED DRONE	374973	6/19/2025	2,541.00
AXON ENTERPRISE INC	AXON FOTOKITE TETHERED DRONE	374973	6/19/2025	7,973.10
CDWG	PANASONIC TOUGHBOOK AND DAMAGE COVERAG	374985	6/19/2025	39,118.46
CDWG	PANASONIC TOUGHBOOK AND DAMAGE COVERAG	374985	6/19/2025	10,463.20
CDWG	PANASONIC TOUGHBOOK AND DAMAGE COVERAG	374985	6/19/2025	40.00
CDWG	PANASONIC NOTEBOOK BATTERIES	374985	6/19/2025	3,392.45
CDWG	PANASONIC TOUGHBOOK AND DAMAGE COVERAG	374985	6/19/2025	156,473.85
CDWG	PANASONIC TOUGHBOOK AND DAMAGE COVERAG	374985	6/19/2025	41,852.80
CDWG	PANASONIC TOUGHBOOK AND DAMAGE COVERAG	374985	6/19/2025	160.00
CYRACOM INTERNATIONA	LANGUAGE LINE FOR DISPATCH FY2025	374991	6/19/2025	27.95
DAY WIRELESS SYSTEMS	MISC RADIO REPAIRS FOR FY25	374992	6/19/2025	425.00
DEPT OF JUSTICE	DOJ FINGERPRINTING FOR FY25 / MAY	374994	6/19/2025	64.00
DOUGHERTY, JOHN	REIM: JDOUGHERTY RANGEMASTER DEVELOPMEN	374995	6/19/2025	209.61

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
LASER SAVER INC	MOP# 45725 / HPCF226A / M402 TONER / PD ADMIN	375005	6/19/2025	369.64
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD	375019	6/19/2025	332.25
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD	375019	6/19/2025	568.52
PEPPERBALL	PEPPERBALL FILL SYSTEM	375020	6/19/2025	831.90
PEPPERBALL	PEPPERBALL FILL SYSTEM	375020	6/19/2025	54.00
PROFESSIONAL POLICE	SWAT - CHEMICAL AGENTS	375023	6/19/2025	20,144.58
SEGAL, MARK	REIM: MSEGAL - ICI DETECTIVE UNIT SUPERVISION	375028	6/19/2025	40.00
SHRED-IT	SHREDDING SERVICES FOR PD / MAY	375029	6/19/2025	172.59
STAPLES BUSINESS ADV	MOP# 45704 / VARIOUS OFFICE SUPPLIES	375034	6/19/2025	149.50
STAPLES BUSINESS ADV	MOP# 45704 / OFFICE SUPPLIES / PD ADMIN	375034	6/19/2025	71.73
THOMSON REUTERS	INVESTIGATIVE SERVICE FOR DETECTIVES / MAY	375040	6/19/2025	731.24
			Total for Police	**338,525.75**
			A/P PAYMENTS Total	**1,070,244.19**

EFT PAYMENTS

City Mgr

SMART SOURCE OF CALI	MOP#63845 - BUSINESS CARD - ICM SCOTT HUTH	1000512	6/13/2025	55.48
			Total for City Mgr	**55.48**

Council

ACE UNIFORMS & ACCES	CM RODRIGUEZ & ASSISTANT JACKETS	1000508	6/13/2025	349.11
			Total for Council	**349.11**

Eng/PW

HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-PW/FAC	1000510	6/13/2025	95.87
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW	1000511	6/13/2025	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY25-PW	1000511	6/13/2025	160.00
T MAN TRAFFIC SUPPLY	STREET SIGN SUPPLIES FY25-PW/STS	1000513	6/13/2025	4,097.85
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS	1000513	6/13/2025	292.22
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS	1000513	6/13/2025	292.22
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS	1000513	6/13/2025	480.46
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY25-PW/STS	1000513	6/13/2025	236.53
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	1000514	6/13/2025	202.01
			Total for Eng/PW	**5,947.16**

Finance

FINANCIAL CREDIT NET	COLLECTIONS SERVICES - 09/01/2024 - 09/30/2024	1000509	6/13/2025	476.06
FINANCIAL CREDIT NET	COLLECTIONS SERVICES 11-01/2024 - 11/27/2024	1000509	6/13/2025	24.00
			Total for Finance	**500.06**

Fire

ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	1000507	6/13/2025	141.45
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESSORY	1000507	6/13/2025	161.63
			Total for Fire	**303.08**

Neigh Svcs

ACE UNIFORMS & ACCES	UNIFORMS CODE CORDOVA /ACE UNIFORM	1000508	6/13/2025	168.09

Warrant Register #51
6/13/2025 to 6/19/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Neigh Svcs	**168.09**
Police				
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	516.12
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	869.21
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	891.85
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	260.73
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	271.51
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	336.14
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	59.26
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	19.34
ACE UNIFORMS & ACCES	UNIFORM AND ACCESSORIES FOR FY25	1000508	6/13/2025	77.58
SMART SOURCE OF CALI	POLICE SUV STRESS RELIEVER	1000512	6/13/2025	2,089.07
SMART SOURCE OF CALI	PROMOTIONAL PRODUCTS FOR COMMUNITY ENGA	1000512	6/13/2025	1,334.65
			Total for Police	**6,725.46**
			EFT PAYMENTS Total	**14,048.44**
Payroll				
PY91638			6/18/2025	1,509,335.42
			Payroll Total	**1,509,335.42**
Section 8				
	HAP SECTION 8 PAYMENTS		6/16/2025	11,434.42
			Section 8 Total	**11,434.42**
WIRED PAYMENTS				
HR				
PAYCHEX BENEFIT TECH	BENETRAC ESR SVCS BASE FEE/JUN25	2.52E+08	6/13/2025	855.45
			Total for HR	**855.45**
			WIRED PAYMENTS Total	**855.45**
			GRAND TOTAL	**2,605,917.92**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Warrant Register No. 52 for the Period of 6/20/25 through 6/26/25 in the Amount of $1,640,115.47

RECOMMENDATION:
Ratify Warrants Totaling $1,640,115.47.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 6/20/25 – 6/26/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
A Good Sign	375051	55,389.75	Bicycle Wayfinding Project
AP General	375056	249,667.69	Las Palmas Park Improvements
Aster Const	375057	104,405.95	Central Community Enhancement
Aster Const	375057	176,925.56	ADA Improvements
County of SD	1000519	107,406.00	Nextgen RCS Shared Backbone
Public Emp Ret	251690107	366,302.47	Service Period 5/27/25 – 6/09/25

FINANCIAL STATEMENT:
Warrant Register Total $1,640,115.47

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. 52

Warrant Register #52
6/20/2025 to 6/26/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Building				
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION F	375047	6/24/2025	200.00
STAPLES BUSINESS ADV	MOP#45704 BUILDING OFFICE SUPPLIES	375102	6/24/2025	122.50
			Total for Building	**322.50**
City Atty				
BURKE WILLIAMS & SOR	LEGAL SERVICES / DEPUTY CITY ATTORNE	375060	6/24/2025	61.00
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR CIVIL SERVICE	375060	6/24/2025	152.50
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR CIVIL SERVICES	375060	6/24/2025	518.50
BURKE WILLIAMS & SOR	LEGAL SERVICES / DEPUTY CITY ATTORNE	375060	6/24/2025	2,159.14
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR CIVIL SERVICES	375060	6/24/2025	2,013.00
BURKE WILLIAMS & SOR	LEGAL SERVICES / DEPUTY CITY	375060	6/24/2025	2,745.00
BURKE WILLIAMS & SOR	LEGAL SERVICES / DEPUTY CITY	375060	6/24/2025	2,934.14
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR AGUIRRE MATTER	375079	6/24/2025	180.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR CHICANO FEDERAT	375079	6/24/2025	225.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR RODRIGUEZ MATTE	375079	6/24/2025	600.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR CORTEZ MATTER	375079	6/24/2025	2,100.00
HAMRICK & EVANS, LLP	LEGAL SERVICES FOR LITIGATION MATTEF	375079	6/24/2025	9,101.96
SHER EDLING LLP	LEGAL SERVICES FOR SWEETWATER MAR	375098	6/24/2025	54.00
			Total for City Atty	**22,844.24**
City Mgr				
NATIONAL CITY CHAMBE	PROVIDE ECONOMIC DEVELOPEMENT SEF	375087	6/24/2025	3,200.00
SALVADOR AND NOEMI L	EMPLOYEE APPRECIATION - TACO LUNCH	375096	6/24/2025	3,410.00
HELMER, JOHN W	PHASE I OF CITY'S LOCAL COASTAL PLAN /	375112	6/24/2025	675.00
KOSMONT & ASSOCIATES	REAL ESTATE ADVISORY CONSULTING SEI	375114	6/24/2025	1,848.60
			Total for City Mgr	**9,133.60**
Clerk				
BUSH, MARCUS	PARTIAL REFUND OF CANDIDATE STATEMI	375061	6/24/2025	734.00
CASTLE, RANDI M	PARTIAL REFUND FOR CANDIDATE STATEM	375062	6/24/2025	665.00
CORODATA RECORDS	OFF SITE DOCUMENT STORAGE	375065	6/24/2025	58.30
CORODATA RECORDS	OFF SITE DOCUMENT STORAGE	375065	6/24/2025	58.30
FRIEDMAN IMAGING	RECORD SCANNING SERVICE	375073	6/24/2025	6,379.27
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	71.75
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	82.00
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	105.06
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	115.31
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	133.25
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	171.69
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	210.13
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	69.19
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	94.81

Warrant Register #52
6/20/2025 to 6/26/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	117.88
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	123.00
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	125.56
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	225.50
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	243.44
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	125.56
INTEGRITY NEWSPAPERS	PUBLIC NOTICING	375080	6/24/2025	233.19
RODRIGUEZ, JOSE	PARTIAL REFUND OF CANDIDATE STATEMI	375093	6/24/2025	665.00
TRANS-LANG	TRANSLATION SERVICES	375105	6/24/2025	595.00
TRANS-LANG	PUBLIC NOTICING	375105	6/24/2025	875.00
TRANS-LANG	TRANSLATION SERVICES	375105	6/24/2025	1,155.00
TRANS-LANG	TRANSLATION SERVICES	375105	6/24/2025	1,295.00
TRANS-LANG	TRANSLATION SERVICES	375105	6/24/2025	1,295.00
			Total for Clerk	**16,022.19**
Comm Svcs				
AMAZON CAPITAL SERVI	CASA SUMMER FUN & MUSIC PROGRAM SU	375054	6/24/2025	246.24
AMAZON CAPITAL SERVI	CONTAINERS AND GAMING HEADSET CAS/	375054	6/24/2025	163.39
AMAZON CAPITAL SERVI	BADMINTON SET AND RACKETS SET CASA	375054	6/24/2025	120.80
ELIZABETH D. SARMIEN	RFW-CONTRACT INST MONTHLY PYMT ZUI	375067	6/24/2025	126.00
ELIZABETH D. SARMIEN	RFW-CONTRACT INSTRUCTOR MONTHLY F	375067	6/24/2025	42.00
EXOS WORKS, INC	EXOS MAY BASE MANAGEMENT FEE FY25/	375068	6/24/2025	5,460.00
GARCIA, NORMA	RFW-REFUND WITHDRAW ADULT SWIM LE	375075	6/24/2025	80.00
MELENDREZ, PATRICIA	RFE-REFUND WITHDRAWAL LEVEL2 OTTOI	375084	6/24/2025	40.00
PRO BUILD COMPANY	MOP 45707 REC SUPPLIES/CSD	375091	6/24/2025	29.35
SMART & FINAL	MOP 45756 CASA SUMMER FUN/CSD	375099	6/24/2025	113.34
SMART & FINAL	MOP 45756 FAB PROGRAMMING/CSD	375099	6/24/2025	55.62
SMART & FINAL	MOP 45756 FAB PROGRAMMING/CSD	375099	6/24/2025	59.01
SMART & FINAL	MOP 45756 FAB PROGRAMMING/CSD	375099	6/24/2025	61.96
SMART & FINAL	MOP 45756 FAB PROGRAMMING	375099	6/24/2025	127.92
GUERRERO, FEDERICO	RFW-CONTRACT INSTRUCTOR QUARTERL	375111	6/24/2025	6,644.40
			Total for Comm Svcs	**13,370.03**
Eng/PW				
A & A AUTO GLASS INC	SIDE GLASS VEH #308 FY25-PW/EQM	375049	6/24/2025	350.13
A GOOD SIGN & GRAPHI	CIP 19-25 BICYCLE WAYFINDING PROJECT	375051	6/24/2025	55,389.75
ACCI ROOFING SERVICE	CIP 24-07 ARTS BUILDING ROOF REPLACEI	375052	6/24/2025	6,087.06
ANSER ADVISORY MANAG	WASTEWATER MANAGEMENT SWEETWAT	375055	6/24/2025	3,183.50
ANSER ADVISORY MANAG	NTP - FY24/25 NC WASTEWATER TAX ROLL	375055	6/24/2025	306.00
AP GENERAL CORPORATI	CIP 24-13 LAS PALMAS PARK IMPROVEMEN	375056	6/24/2025	249,667.69
ASTER CONSTRUCTION	CIP 24-04 FY24 AND FY25 ADA IMPROVEME	375057	6/24/2025	43,791.98
ASTER CONSTRUCTION	CIP 19-23 CENTRAL COMMUNITY ENHANCE	375057	6/24/2025	104,405.95
ASTER CONSTRUCTION	CIP 24-04 FY24 AND FY25 ADA IMPROVEME	375057	6/24/2025	176,925.56

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CLEAN HARBORS ENVIRO	FOR HOUSEHOLD HAZARDOUS WASTE FO	375064	6/24/2025	1,240.49
GEOSYNTEC CONSULTANT	FY25 DUCK POND GROUNDWATER MONIT(	375076	6/24/2025	1,942.00
KIMLEY HORN AND	SGIP CYCLE 6 GRANT APPLICATION SUPP(	375081	6/24/2025	2,720.44
KTUA	CONSTRUCTION & PILOT TEST PERIOD PH	375082	6/24/2025	1,061.72
PROJECT PROFESSIONAL	CIP 24-13 LAS PALMAS IMPROVEMENTS	375092	6/24/2025	16,726.00
PROJECT PROFESSIONAL	CIP 24-13 LAS PALMAS IMPROVEMENTS	375092	6/24/2025	19,317.75
PROJECT PROFESSIONAL	CIP 19-11 AMENDMENT 1 FOR PARADISE C	375092	6/24/2025	11,543.75
PROJECT PROFESSIONAL	CIP 24-13 LAS PALMAS IMPROVEMENTS	375092	6/24/2025	26,977.00
URBAN SDK, INC.	NATIONAL CITY ROADWAY COMPREHENSI'	375107	6/24/2025	19,500.00
			Total for Eng/PW	**741,136.77**
Fire				
911 VEHICLE	COMMAND TRUCK CONVERSION PACKAGE	375048	6/24/2025	1,756.31
AMAZON CAPITAL SERVI	WIRELESS HEADSET & DOCKING STATION	375054	6/24/2025	43.49
AMAZON CAPITAL SERVI	WIRELESS HEADSET & DOCKING STATION	375054	6/24/2025	76.10
AMAZON CAPITAL SERVI	CLOTHES HANGERS/AMAZON $130.28	375054	6/24/2025	130.28
FAN4LIFEDECALS	WILDLAND SIDE HELMET DECAL	375069	6/24/2025	692.85
FIRE ETC	GEN II RESPONSE JACKET 7.0 OZ	375071	6/24/2025	649.65
FIRE PROTECTION PUBL	ACADEMY TRAINING BOOKS - ESSENTIALS	375072	6/24/2025	743.86
GARCIA, BENJAMIN	REIMBRSMNT, EMT-B EXPENSES, PARAME	375074	6/24/2025	222.50
MES CALIFORNIA	WILDLAND FIREFIGHTING GLOVES	375085	6/24/2025	711.35
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE TUBE	375094	6/24/2025	291.55
SEA-WESTERN, INC.	NOZZLES	375097	6/24/2025	14,059.85
SOS SURVIVAL PRODUCT	HYGIENE KITS WOMEN & MEN, & BUDDY H	375100	6/24/2025	245.09
TA APPLIANCE PARTS	LOCK	375104	6/24/2025	58.97
			Total for Fire	**19,681.85**
Housing				
MDG ASSOCIATES, LLC.	DEVELOPMENT OF CONSOLIDATED PLAN	375083	6/24/2025	751.00
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPART	375090	6/24/2025	109.12
			Total for Housing	**860.12**
IT				
GOVCONNECTION INC	HP554DN PRINTERS	375078	6/24/2025	1,728.26
GOVCONNECTION INC	CISCO SFP28 COPPER CABLE	375078	6/24/2025	2,446.01
STARTECH COMPUTERS	COMPUTER / PHONE ACCESSORIES FY25	375103	6/24/2025	345.40
			Total for IT	**4,519.67**
Library				
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT- TOOLS FOR TOOL LIBF	375054	6/24/2025	1,007.12
AMAZON CAPITAL SERVI	U-TOOLIZE GRANT- TOOLS FOR TOOL LIBF	375054	6/24/2025	389.74
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	40.52
BAKER & TAYLOR	BAKER AND TAYLOR- HAPPY PUMPKIN	375058	6/24/2025	5.26
BAKER & TAYLOR	BAKER AND TAYLOR- ALL THE WATER IN T	375058	6/24/2025	19.32
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	30.36

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	37.36
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	39.91
BAKER & TAYLOR	BAKER AND TAYLOR- BEGINNERS GUIDES	375058	6/24/2025	11.00
BAKER & TAYLOR	BAKER AND TAYLOR- RECORD OF RAGNAF	375058	6/24/2025	12.10
BAKER & TAYLOR	BAKER AND TAYLOR- NIGHTWEAVER	375058	6/24/2025	13.58
BAKER & TAYLOR	BAKER AND TAYLOR- AVATAR THE LAST AI	375058	6/24/2025	14.85
BAKER & TAYLOR	BAKER AND TAYLOR- LETTER FROM THE L	375058	6/24/2025	15.39
BAKER & TAYLOR	BAKER AND TAYLOR- CABOOSE	375058	6/24/2025	17.53
BAKER & TAYLOR	BAKER AND TAYLOR- FELLOWSHIP OF BAI	375058	6/24/2025	18.05
BAKER & TAYLOR	BAKER AND TAYLOR- CRASH	375058	6/24/2025	21.86
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	39.26
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	39.27
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	375058	6/24/2025	43.10
BAKER & TAYLOR	BAKER AND TAYLOR- 3 BOOKS	375058	6/24/2025	49.41
BAKER & TAYLOR	BAKER AND TAYLOR- 8 BOOKS	375058	6/24/2025	87.05
BAKER & TAYLOR	BAKER AND TAYLOR- 5 BOOKS	375058	6/24/2025	103.37
BAKER & TAYLOR	BAKER AND TAYLOR-HELLO CRUEL WORLI	375058	6/24/2025	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	375058	6/24/2025	86.11
MIDWEST TAPE, LLC	MIDWEST TAPE- 1 DVD	375086	6/24/2025	17.70
MIDWEST TAPE, LLC	MIDWEST TAPE- 1 DVD	375086	6/24/2025	46.23
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 BLU-RAYS	375086	6/24/2025	53.34
MIDWEST TAPE, LLC	MIDWEST TAPE- 3 DVDS	375086	6/24/2025	53.35
MIDWEST TAPE, LLC	MIDWEST TAPE- 2 DVDS	375086	6/24/2025	62.55
MIDWEST TAPE, LLC	MIDWEST TAPE- 6 DVDS	375086	6/24/2025	92.58
MIDWEST TAPE, LLC	MIDWEST TAPE- 4 DVDS	375086	6/24/2025	99.35
MIDWEST TAPE, LLC	MIDWEST TAPE- 7 DVDS	375086	6/24/2025	116.57
MIDWEST TAPE, LLC	MIDWEST TAPE- 5 BLU-RAYS	375086	6/24/2025	139.90
CARLOS NIETO III	SUMMER READING PROGRAM- ANIME YOU	375110	6/24/2025	400.00
INSPIRE YOU INC	LUNCH AT THE LIBRARY- MAD SCIENCE, EI	375113	6/24/2025	510.00
			Total for Library	**3,753.04**
Neigh Svcs				
BOOT WORLD	MOP BOOT WORLD	375059	6/24/2025	352.31
BOOT WORLD	MOP BOOT WORLD	375059	6/24/2025	254.43
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES	375091	6/24/2025	444.72
			Total for Neigh Svcs	**1,051.46**
Nutrition				
BOOT WORLD	WORK BOOTS FOR EVA PEDROZA	375059	6/24/2025	97.85
COZZINI BROS., INC.	KNIFE SHARPENING SERVICES FOR FY 25	375066	6/24/2025	69.60
			Total for Nutrition	**167.45**
Police				
A CALIFORNIA CORPORA	WHS SWAT TRAINING REMODEL AB109/OU	375050	6/24/2025	24,457.33

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A CALIFORNIA CORPORA	WHS SWAT TRAINING REMODEL AB109/OU	375050	6/24/2025	1,800.00
A CALIFORNIA CORPORA	WHS SWAT TRAINING REMODEL AB109/OU	375050	6/24/2025	3,875.98
AL-MOSAWI, SADIQ	TRAINING POST PER DIEM DUI POST PLN 4	375053	6/24/2025	473.00
FARHA, RASHEED	REIM: RFARHA - FIREARMS INSTRUCTOR C	375070	6/24/2025	618.13
GOMEZ, FELIPE	TRAINING PER DIEM FOR DAR	375077	6/24/2025	301.00
NATIONAL CITY ELECTR	BACKUP GENERATOR REPAIR	375088	6/24/2025	370.00
NITV FEDERAL SERVICE	CVSA TRADE-IN OLDER CVSA DELL MODEL	375089	6/24/2025	9,837.61
NITV FEDERAL SERVICE	CVSA TRADE-IN OLDER CVSA DELL MODEL	375089	6/24/2025	82.89
SALEM & BIDDLE, INC	PRISONER WATCH	375095	6/24/2025	6,102.00
STAPLES BUSINESS ADV	MOP# 45704 / LOGITECH K270 WIRELESS K	375101	6/24/2025	101.79
STAPLES BUSINESS ADV	MOP# 45704 / BATTERY ALKALINE AAA 36P	375101	6/24/2025	70.62
STAPLES BUSINESS ADV	MOP# 45704 / BINDER 4" BLK / PD ADMIN	375101	6/24/2025	60.81
STAPLES BUSINESS ADV	MOP# 45704 / USB HARD DRIVE DOCKING S	375101	6/24/2025	98.32
STAPLES BUSINESS ADV	MOP# 45704 / OFFICE SUPPLIES / PD ADMI	375101	6/24/2025	152.61
UNIVERSAL TRAILERS	DUI TRAILER WITH OTS FUNDS	375106	6/24/2025	1,281.88
UNIVERSAL TRAILERS	DUI TRAILER WITH OTS FUNDS	375106	6/24/2025	45,000.00
WADSWORTH, MATTHEW	TRAINING PER DIEM POST PLAN 4	375108	6/24/2025	473.00
WADSWORTH, MATTHEW	TRAINING REIM FOR REQUIRED MATERIAL	375109	6/24/2025	250.00
WADSWORTH, MATTHEW	TRAINING REIM FOR REQUIRED MATERIAL	375109	6/24/2025	603.40
			Total for Police	**96,010.37**
Risk				
CLAIMS MANAGEMENT AS	MONTHLY RISK MANAGEMENT SERVICES/M	375063	6/24/2025	7,370.00
			Total for Risk	**7,370.00**
			A/P PAYMENTS Total	**936,243.29**
EFT PAYMENTS				
City Atty				
DEVANEY PATE MORRIS	LEGAL SERVICES FOR BCD MATTER	1000522	6/20/2025	100.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR GENERAL LITIGATIC	1000522	6/20/2025	125.00
			Total for City Atty	**225.00**
Comm Svcs				
T'S & SIGNS INC	COROPLASTIC LAM DIG DECAL NC MOVIE I	1000533	6/20/2025	304.50
T'S & SIGNS INC	ADMIN WEARING APPAREL/CSD	1000533	6/20/2025	134.86
			Total for Comm Svcs	**439.36**
Eng/PW				
CHEN RYAN ASSOCIATES	CIP 22-13 HIGHLAND AVE.	1000517	6/20/2025	16,023.74
CHEN RYAN ASSOCIATES	CIP 19-24 BAYSHORE BIKEWAY SEGMENT	1000517	6/20/2025	19,522.50
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBI	1000518	6/20/2025	28,442.84
D-MAX ENGINEERING IN	CIP 19-11 NC PCWQCE PHASE 2	1000520	6/20/2025	416.58
D-MAX ENGINEERING IN	CIP 21-28 NCPD WETLAND EXPANSION & P	1000520	6/20/2025	1,005.74
GRAINGER	DIGITAL LEAK DETECTOR FY25-PW/EQM	1000523	6/20/2025	657.32
HAAKER EQUIPMENT COM	PARTS AND SMALL EQUIPMENT FY25-PW/E	1000524	6/20/2025	198.11

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-P\	1000526	6/20/2025	1,170.19
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-P\	1000526	6/20/2025	459.11
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY25-P\	1000526	6/20/2025	971.96
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK	1000527	6/20/2025	586.00
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE E	1000527	6/20/2025	20,632.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24 AND FY25 ADA IMPROVEME	1000527	6/20/2025	27,510.00
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE MAINTENANCE AN	1000528	6/20/2025	7,739.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	1000529	6/20/2025	200.00
T MAN TRAFFIC SUPPLY	PREMARK FOR STREETS FY25-PW/STS	1000532	6/20/2025	2,307.59
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY25-PW/S	1000532	6/20/2025	273.01
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	1000534	6/20/2025	300.02
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY25-PW/STS	1000534	6/20/2025	157.71
WESTFLEX INDUSTRIAL	MOP 63850 SEWER SUPPLIES FY25-PW/W	1000535	6/20/2025	107.29
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	1000536	6/20/2025	243.77
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	1000536	6/20/2025	22.71
WETMORES	MOP 80333 CREDIT 01P30125 FY25-PW/EQI	1000536	6/20/2025	(202.01)
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	1000536	6/20/2025	94.76
WETMORES	MOP 80333 AUTO SUPPLIES FY25-PW/EQM	1000536	6/20/2025	107.85
WILLY'S ELECTRONIC S	MOP 45698 ELECTRIC SUPPLIES FY25-PW/I	1000537	6/20/2025	18.05
			Total for Eng/PW	**128,965.84**
Finance				
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARED BACKBONE INFRA:	1000519	6/20/2025	107,406.00
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARED BACKBONE INFRA:	1000519	6/20/2025	6,076.99
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARED BACKBONE INFRA:	1000519	6/20/2025	32,082.00
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARED BACKBONE INFRA:	1000519	6/20/2025	1,814.99
			Total for Finance	**147,379.98**
Fire				
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESS(	1000515	6/20/2025	73.27
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESS(	1000515	6/20/2025	230.56
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESS(	1000515	6/20/2025	239.14
ACE UNIFORMS & ACCES	CLASS B, CLASS A AND UNIFORM ACCESS(	1000516	6/20/2025	19.40
HAMLYN WILLIAMS INC	TEMP SOA, NARDYEZDA ACOSTA, WE 25-M	1000525	6/20/2025	1,010.50
HAMLYN WILLIAMS INC	TEMP SOA, NARDYEZDA ACOSTA, WE 01-J	1000525	6/20/2025	1,032.00
HAMLYN WILLIAMS INC	TEMP SOA, NARDYEZDA ACOSTA, WE 08-J	1000525	6/20/2025	1,096.50
WILLY'S ELECTRONIC S	MOP#45763, SELF-WRAPPING SLEEVE, GR	1000537	6/20/2025	44.70
			Total for Fire	**3,746.07**
Housing				
SMART SOURCE OF CALI	BUSINESS CARDS MOP 63845	1000531	6/20/2025	36.98
SMART SOURCE OF CALI	BUSINESS CARDS MOP 63845	1000531	6/20/2025	6.51
			Total for Housing	**43.49**
IT				

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
GRAINGER	SCREWDRIVER BIT SET	1000523	6/20/2025	50.38
GRAINGER	CORDLESS SCREWDRIVER KIT	1000523	6/20/2025	214.60
NTT AMERICA, INC	CISCO FLEX ANNUAL RENEWAL FY25	1000530	6/20/2025	22,129.80
			Total for IT	**22,394.78**
Neigh Svcs				
SMART SOURCE OF CALI	MOP 63845 SMART SOURCE BUSINESS CAI	1000531	6/20/2025	54.48
VISTA PAINT	MOP 68834 PAINT SUPPLIES	1000534	6/20/2025	394.56
			Total for Neigh Svcs	**449.04**
Police				
SMART SOURCE OF CALI	MOP# 63845 / BUSINESS CARDS SABALA / F	1000531	6/20/2025	45.73
SMART SOURCE OF CALI	PROMOTIONAL PRODUCTS FOR COMMUNI	1000531	6/20/2025	519.07
SMART SOURCE OF CALI	PROMOTIONAL PRODUCTS FOR COMMUNI	1000531	6/20/2025	407.46
			Total for Police	**972.26**
Risk				
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED-VARGA	1000521	6/20/2025	225.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/MARRC	1000521	6/20/2025	250.75
			Total for Risk	**475.75**
			EFT PAYMENTS Total	**305,091.57**
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMEN	SERVICE PERIOD 05/27/2025 - 06/09/2025	251690107	6/20/2025	366,302.47
			Total for Finance	**366,302.47**
			WIRED PAYMENTS Total	**366,302.47**
P-CARD PAYMENTS				
City Atty				
SAN DIEGO	SAN DIEGO UNION TRIB-SUB		5/22/2025	27.00
			Total for City Atty	**27.00**
City Mgr				
7 ELEVEN	ICE FOR APRIL'S BIRTHDAY CELEBRATION		5/22/2025	21.83
7 ELEVEN	LARGE BAG OF ICE AND LEMON FOR COU		5/22/2025	23.82
85C BAKERY CAFE	REFRESHMENT FOR COUNCIL CLOSE SES		5/22/2025	15.76
AMAZON.COM	ACCIDENTLY CHARGE		5/22/2025	0.25
AMAZON.COM	AIRWICK LOBBY SCENTED DIFFUSER		5/22/2025	16.30
AMAZON.COM	CMO OFFICE SUPPLIES		5/22/2025	19.56
AMAZON.COM	CMO LOBBY FEBREEZE AND OFFICE DESK		5/22/2025	37.55
AMAZON.COM	3 ROOM DEVIDER PRIVACY SCREEN - THE		5/22/2025	52.19
AMAZON.COM	COMPUTER DESK WITH DRAWERS & CHAF		5/22/2025	130.49
AMAZON.COM	17 INCH PRIVACY FOR COMPUTER MONITC		5/22/2025	162.22

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMAZON.COM	RAW CLAMP ON ACCOUSTIC DEVIDER		5/22/2025	243.60
AMAZON.COM	COMPUTER DESK WITH 4 DRAWERS FOR		5/22/2025	271.86
ARCO	COUPLE LARGE BAGS OF ICE AND 2 LEMO		5/22/2025	17.23
BIG BEN MARKET	ICE AND LEMONS FOR COUNCIL MEETING		5/22/2025	3.77
CAFE LA MAZE	SOUTHBAY LUNCHEON OF THE MAYOR AN		5/22/2025	426.32
CARNIVAL CANDIES	EMPLOYEES MORALE BUILDING EVENTS F		5/22/2025	49.21
COSTCO WHOLESALE	CHARGE REFUNDED TO CULTURE CLUB - F		5/22/2025	(107.74)
COSTCO WHOLESALE	CLOSING SESSION COUNCIL AND DIRECTC		5/22/2025	58.86
COSTCO WHOLESALE	CITY COUNCIL CLOSING AND AGENDA MEE		5/22/2025	159.63
FILIPINO DESSERTS PLUS.	COUNCIL CLOSSING MEETING BREAD SNA		5/22/2025	11.96
GEICO	TRANSACTION CANT BE VERIFY DUE TO SI		5/22/2025	77.47
JERSEY MIKE'S	AGENDA REVIEW LUNCH		5/22/2025	45.65
KABABAYAN BAKERY	SNACK BREAD FOR COUNCIL CLOSED MEE		5/22/2025	12.54
KUJO EATS	COUNCIL CLOSED MEETING REFRESHMEN		5/22/2025	25.43
PARADISE VALLEY PRODUCE &	COUNCIL CLOSSING SESSION FRESH FRU		5/22/2025	37.37
RED RIBBON NATIONAL CITY	CITY MANAGER AGENDA MEETING WITH C		5/22/2025	8.69
RED RIBBON NATIONAL CITY	EMPANANDA FOR COUNCIL AND DIRECTOI		5/22/2025	69.42
SMART & FINAL	ICE AND LEMONS FOR COUNCIL AGENDA M		5/22/2025	5.12
SMART & FINAL	CMO WATER AND DIAS COUNCIL SNACKS		5/22/2025	22.48
SMART & FINAL	SNACKS FOR COUNCIL CLOSING SESSION		5/22/2025	23.33
SMART & FINAL	EMPLOYEE MORALE BUILDING EVENT FOR		5/22/2025	68.20
SPEEDWAY	2 LEMONS FOR COUNCIL MEETING WATER		5/22/2025	4.59
UPS	RETURN BOX FEE		5/22/2025	7.60
VALLARTA SUPERMARKETS	TAMALES SALSA FOR MAY BIRTHDAY CELE		5/22/2025	43.49
VALLARTA SUPERMARKETS	EMPLOYEES MORALE BUILDING EVENT - A		5/22/2025	104.37
WAL-MART	HELLIUM TANK FOR BALLOON DECORATIO		5/22/2025	27.17
			Total for City Mgr	**2,197.59**
Clerk				
USPS	OVERNIGHT MAILED CORRESPONDENCE T		5/22/2025	27.20
			Total for Clerk	**27.20**
Comm Dev				
FEDERAL EXPRESS	OVERNIGHT SHIPPING CARMAX PROJECT		5/22/2025	29.10
			Total for Comm Dev	**29.10**
Comm Svcs				
COSTCO WHOLESALE	CASA PROGRAMMING SUPPLIES/CSD		5/22/2025	575.34
COSTCO WHOLESALE	FAB PROGRAMMING SUPPLIES/CSD		5/22/2025	708.75
DOLLAR TREE	MLK PROGRAMMING/CSD		5/22/2025	4.08
DOLLAR TREE	FAB PROGRAMMING SUPPLIES/CSD		5/22/2025	27.14

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
FITNESS DIRECT	FITNESS EQUIPMENT FOR CAMACHO/CSD		5/22/2025	501.04
H MART	CASA KOREAN PROGRAMMING SUPPLIES/(		5/22/2025	64.04
ISTOCKPHOTO	MONTHLY SUBSCRIPTION/CSD		5/22/2025	40.00
ITUNES MUSIC STORE	MLK/ET RECREATION SUPPLIES/CSD		5/22/2025	0.99
SPOTIFY	MONTHLY SUBSCRIPTION		5/22/2025	19.99
SWANK MOTION PICTURES	NC MOVIES IN THE PARK MOVIE LICENSIN(		5/22/2025	540.00
			Total for Comm Svcs	**2,481.37**
Council				
AMAZON.COM	AMERICAN FLAT 11X14 PICTURE FRAME FC		5/22/2025	81.50
AMAZON.COM	LUIS GAMA DESK ORGANIZER AND HONEY		5/22/2025	37.42
AMAZON.COM	MAYOR ASSISTANT LUIS GAMA MONTHLY		5/22/2025	16.30
CARNIVAL CANDIES	REFRESHMENT FOR CM RODRIGUEZ POT /		5/22/2025	14.70
COSTCO WHOLESALE	CM RODRIGUEZ SENIOR OPEN HOUSE MEI		5/22/2025	25.36
COSTCO WHOLESALE	CM RODRIGUEZ ADOPT A TREE EVENT		5/22/2025	42.49
EQUALITY CALIFORNIA	DINNER AWARDS TICKET - ATTENDED BY \		5/22/2025	129.26
ISLAND PACIFIC SEAFOOD MA	SUPPLIES FOR PLAZA RIBBON CUTTING - D		5/22/2025	6.50
MANOLO FARMERS MARKET	LUNCHEON FOR RODRIGUEZ ADOPT A TRE		5/22/2025	61.23
MANOLO FARMERS MARKET	LIGHT SNACK FOR ADOPT A TREE EVENT /		5/22/2025	97.19
MANOLO FARMERS MARKET	RODRIGUEZ 2ND ADOPT A TREE EVENT LU		5/22/2025	97.19
SMART & FINAL	CM RODRIGUEZ ADOPT A TREE EVENT REI		5/22/2025	78.75
SMART & FINAL	SNACK FOR SENIOR MEETING - CM JOSE F		5/22/2025	27.28
SMART & FINAL	SNACKS AND REFRESHMENT FOR CM ROD		5/22/2025	48.27
SMART & FINAL	CM YAMANE'S DISTRICT 3 SUPPLIES		5/22/2025	123.19
SMART & FINAL	SNACK FOR CM MOLINA'S DISTRICT 1 TOW		5/22/2025	29.05
TITA'S KITCHENETTE	COUNCIL YAMANE FILIPINO DISH FOR RIBE		5/22/2025	18.72
			Total for Council	**934.40**
Eng/PW				
(APWA - CAD) AMERICAN PUB	APWA IMPERIAL CHAPTER DUES FOR TIRZ		5/22/2025	294.00
CALIFORNIA UNDER LOCK	CALIFORNIA UNDER LOCK - EXTRA KEY CC		5/22/2025	15.00
			Total for Eng/PW	**309.00**
Fire				
10 BARREL BREWING	DINNER , MATLOCK BOISE RADIO TECH CL		5/22/2025	28.38
7 ELEVEN	FUEL - WORK MEETING USE OF CALCARD		5/22/2025	100.28
ALPENHAUS	LUNCH , MATLOCK BOISE RADIO TECH CL/		5/22/2025	15.24
AMAZON.COM	HUSKEY LINER WEATHERBEATER FLOOR I		5/22/2025	146.80
BBQ4LIFE	LUNCH , MATLOCK BOISE RADIO TECH CL/		5/22/2025	22.02
BOISE BREWING	LUNCH , MATLOCK BOISE RADIO TECH CL/		5/22/2025	20.35
CFEDWEST	CFEDW REGISTRATION SERGIO MORA - C		5/22/2025	340.00

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CFEDWEST	REGISTRATION CFED CONFERENCE, MAY		5/22/2025	635.00
CHEVRON	CHEVRON , MATLOCK BOISE RADIO TECH		5/22/2025	13.31
COSTCO WHOLESALE	LIQUID LAUNDRY PODS AND BLEACH FOR		5/22/2025	210.22
ENTERPRISE RENT-A-CAR	CAR RENTAL , MATLOCK BOISE RADIO TEC		5/22/2025	259.32
HOME2 SUITES BY HILTON	PARKING REFUND , MATLOCK BOISE RADI		5/22/2025	(100.00)
HOME2 SUITES BY HILTON	HOTEL , MATLOCK BOISE RADIO TECH CL		5/22/2025	1,043.55
JERSEY MIKE'S	LUNCH MEETING - HOSE AND NOZZLE VEN		5/22/2025	66.25
NEW ENGLAND MANUFACTU	PITOT GAUGE - TO MEASURE FLOW VELO		5/22/2025	174.99
PACIFICA CLIFFHOUSE	LUNCH SERGIO MORA - CFED CONFERENC		5/22/2025	67.43
RENAISSANCE HOTELS	HOTEL SERGIO MORA - CFED CONFERENC		5/22/2025	357.03
SEATCOVERSUNLIMITED	SEAT COVERS UNLIMITED		5/22/2025	336.00
SOCAL FPO	REFUND MEMBERSHIP - SAN DIEGO COUN		5/22/2025	(150.00)
SOCAL FPO	MEMBERSHIP - SAN DIEGO COUNTY FIRE		5/22/2025	150.00
SOCAL FPO	MEMBERSHIP SDCFPOA PRC#14683 J. ESP		5/22/2025	300.00
SOUTHWEST AIRLINES	SWA BAGGAGE , MATLOCK BOISE RADIO		5/22/2025	150.00
STAGECOACH	DINNER , MATLOCK BOISE RADIO TECH CL		5/22/2025	56.65
TAPHOUSE	DINNER MATLOCK BOISE RADIO TECH CLA		5/22/2025	20.95
			Total for Fire	**4,263.77**
HR				
JERSEY MIKE'S	CIVIL SERVICE COMMISSIONERS HEARING		5/22/2025	248.97
JERSEY MIKE'S	FINANCIAL WORKSHOP/MAY25		5/22/2025	357.93
SMART & FINAL	ANTI-HARASSMENT TRAININGS/MAY25		5/22/2025	250.57
			Total for HR	**857.47**
IT				
CITY OF NATIONAL CITY	VOIDED CITY OF NATIONAL CITY PAYMENT		5/22/2025	(1.00)
CITY OF NATIONAL CITY	VOIDED CITY OF NATIONAL CITY PAYMENT		5/22/2025	(1.00)
CITY OF NATIONAL CITY	CITY OF NATIONAL CITY PAYMENT MODUL		5/22/2025	1.00
CITY OF NATIONAL CITY	CITY OF NATIONAL CITY PAYMENT MODUL		5/22/2025	1.00
GOOGLE	GOOGLE ITRANSLATE APP		5/22/2025	124.99
LYFT	LYFT CANCELLATION FEE		5/22/2025	7.00
SYSTOOLSGROUP	SYSTOOLS EMAIL CONVERSION APP		5/22/2025	299.00
ZOOM	ZOOM MONTHLY SUBSCRIPTION		5/22/2025	843.05
			Total for IT	**1,274.04**
Library				
AMERICAN LIBRARY ASSOCIATION	ALA- INDIVIDUAL ANNUAL MEMBERSHIP DU		5/22/2025	125.00
AMERICAN LIBRARY ASSOCIATION	ALA- CONFERENCE ATTENDANCE, SEMINA		5/22/2025	430.00
TAQUIZAS LOS CHUCHYS	SQ *TAQUIZAS LOS CHUCHYS- LITERACY E		5/22/2025	870.00
			Total for Library	**1,425.00**

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PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Police				
AMAZON.COM	REFUND SMEAD 100% RECYCLED PRESSB		5/22/2025	(413.40)
AMAZON.COM	PUREFRESH WET WIPES FLUSHABLE INDI		5/22/2025	17.38
AMAZON.COM	LED LIGHTS FOR CHIEF'S 2ND FLOOR ADM		5/22/2025	29.33
AMAZON.COM	YSAGI LEATHER DESK PROTECTION, OFFI		5/22/2025	46.91
AMAZON.COM	CHIEF'S PRIVACY FILTER SCREEN FOR 13"		5/22/2025	52.19
AMAZON.COM	CHARGER FOR LENOVO LAPTOP		5/22/2025	59.73
AMAZON.COM	65W USB CTYPE C AC CHARGER COMPATI		5/22/2025	65.22
AMAZON.COM	INVESTIGATIONS BATTERY BANK / CORPO		5/22/2025	94.59
AMAZON.COM	30X18 BLACK SHADOW BOX FRAME		5/22/2025	145.59
AMAZON.COM	PICRIT 11X14 PICTURE FRAME SET OF 12,		5/22/2025	160.92
AMAZON.COM	SMEAD 100% RECYCLED PRESSBOARD EN		5/22/2025	484.60
AYRES HOTELS	AYRES SUITES YORBA LIN TRAINING LODG		5/22/2025	(100.00)
AYRES HOTELS	AYRES HOTEL LAGUNA WOO TRAINING LO		5/22/2025	1,118.49
BEHAVIOR ANALYSIS TRAININ	BEHAVIOR ANALYSIS TRAI TRAINING TUITI		5/22/2025	575.00
BOXWAVE	CLEAR TOUCH ANTI-GLARE (2-PACK), LENC		5/22/2025	58.95
CHICK-FIL-A	LUNCH FOR INTERVIEW PANEL		5/22/2025	41.51
CORBIN	CORBIN TRAINING TUITION PRC T3382		5/22/2025	792.00
FAIRFIELD INN	FAIRFIELD INN & SUITES TRAINING PARKIN		5/22/2025	60.00
FAIRFIELD INN	FAIRFIELD INN & SUITES TRAINING LODGIN		5/22/2025	863.32
FAIRFIELD INN	FAIRFIELD INN & SUITES LODGING AND PA		5/22/2025	923.32
FAIRFIELD INN	FAIRFIELD INN & SUITES TRAINING LODGIN		5/22/2025	923.32
FBI NATIONAL ACADEMY ASSO	FBI NATIONAL ACADEMY A TRAINING TUITI		5/22/2025	775.22
FILIPPI'S PIZZA GROTTO CH	CITE DAY FOR PARTICIPATING AGENCIES		5/22/2025	427.40
FIVE-O TRAINING LLC	FIVEOTRAININGLLC.COM TRAINING TUITIO		5/22/2025	250.00
GRACIE UNIVERSITY	GRACIE GLOBAL LLC TRAINING TUITION FC		5/22/2025	1,500.00
GRACIE UNIVERSITY	GRACIE GLOBAL LLC TRAINING TUITION FC		5/22/2025	1,500.00
HOMEWOOD SUITES	HOMEWOOD SUITES TRAINING LODGING F		5/22/2025	14.00
HOMEWOOD SUITES	HOMEWOOD SUITES TRAINING LODGING D		5/22/2025	50.00
HOMEWOOD SUITES	HOMEWOOD SUITES TRAINING LODGING F		5/22/2025	746.80
MARRIOTT	MARRIOTT LONG BEACH TRAINING LODGIN		5/22/2025	664.68
MOTHERS AGAINST DRUNK DRI	LAW ENFORCEMENT RECOGNITION AWAR		5/22/2025	468.00
MS* MAISONBEVERLYH	MS* MAISON140BEVERLYH TRAINING LODG		5/22/2025	220.40
NLEFIA LLC	NLEFIA LLC MEMBERSHIP FOR TRAINING F		5/22/2025	50.00
NLEFIA LLC	NLEFIA LLC TRAINING TUITION FOR PRC T3		5/22/2025	600.00
OC SHERIFFS DEPT KATELLA	OC SHERIFFS DEPT KATELLA TRAINING TU		5/22/2025	65.00
OC SHERIFFS DEPT KATELLA	OC SHERIFFS DEPT KATELLA TRAINING TU		5/22/2025	465.00
OFFICE DEPOT	BACKBOARD MATERIAL FOR BAKER TO VE		5/22/2025	28.69
PELOTON	MEMBERSHIP MONTHLY SUBSCRIPTION FE		5/22/2025	44.00
SAG TRAINING	SAG TRAINING TRAINING TUITION PRC T34		5/22/2025	125.00
SAN DIEGO REGIONAL P	REGIONAL TRAINING CENT TRAINING TUIT		5/22/2025	640.66

Warrant Register #52
6/20/2025 to 6/26/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SAN DIEGO REGIONAL P	REGIONAL TRAINING CENT TRAINING TUIT		5/22/2025	643.75
SDDIFALLENO	SDDIFALLENO TUTION PRC T3428 ADDITIO		5/22/2025	295.00
SDDIFALLENO	SDDIFALLENO TUTION PRC T3428 ADDITIO		5/22/2025	295.00
SDDIFALLENO	SDDIFALLENO TUTION PRC T3428 ADDITIO		5/22/2025	295.00
SDDIFALLENO	SDDIFALLENO TUTION PRC T3428 ADDITIO		5/22/2025	295.00
SDDIFALLENO	SDDIFALLENO TUTION PRC T3428 ADDITIO		5/22/2025	295.00
SHERATON	SHERATON GARDEN GROVE TRAINING LOI		5/22/2025	550.98
SHUTTERFLY, INC.	LEGACY COMMITTEE		5/22/2025	307.46
SMART & FINAL	SHOP WITH A COP BBQ		5/22/2025	77.94
STARBUCKS	CITE DAY FOR PARTICIPATING AGENCIES		5/22/2025	44.00
THE ENGRAVING STORE	LEGACY WALL		5/22/2025	72.50
THE ENGRAVING STORE	SGT. DEPASCALE FLAG BOX		5/22/2025	120.92
TRUDOOR	SALLY PORT DOOR		5/22/2025	714.98
WAL-MART	VACUUM BAGS FOR LINA		5/22/2025	10.85
			Total for Police	**18,652.20**
			P-CARD PAYMENTS Total	**32,478.14**
			GRAND TOTAL	**1,640,115.47**

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Asst. Director of Community Development**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Public Hearing - Second Reading and Adoption of an Ordinance Amending Section 8.32.015 of the National City Municipal Code Related to the Keeping of Hen Chickens.

RECOMMENDATION:
Adopt the Ordinance Entitled: **"**An Ordinance of the City Council of the City of National City, California, Amending Section 8.32.015 'Restrictions on Keeping Certain Animals, Birds, and Reptiles' of the National City Municipal Code Pertaining to the Allowance of Keeping Additional Hen Chickens."

PRIOR ACTION:
The City Council held a public hearing at their meeting of August 19, 2025 and introduced the Ordinance with the addition of a minor language amendment to allow a minimum of six hen chickens.

EXPLANATION:
The City Council directed staff to prepare an Ordinance related to the keeping of chickens in the City through the Policy 105 process.

Section 8.32.015 of the Municipal Code (Restrictions on keeping certain animals, birds and reptiles.) currently limits the number of hen chickens as follows:

A. It is unlawful to keep, possess or maintain any animal, bird or reptile not prohibited by Section 8.32.010, except as follows:

2. Any combination of the following classes of animals, not to exceed a total of twenty, with each class limited by a maximum of four adult rabbits, four chinchillas, four hen chickens, four turkeys, four ducks, four geese or twenty pigeons may be kept on any property zoned for single-family residential use that is greater than twenty thousand square feet in area.

The numerical and physical limitations underlined above were incorporated into Chapter 8.32 in 2004, prior to which up to 12 hen[1] chickens were permitted on properties zoned for single-family residential use.

[1] NCMC 8.32.010 (A) (8) prohibits any rooster (male chicken) regardless of size or whether it has been surgically de-crowed.

The reason for the revisions proposed at that time were intended to bolster regulations to enhance public health parameters by improving greater restrictions on the keeping of fowl, and minimize the serious exposure to Newcastle disease, avian flu, and West Nile Virus (WNV). Since that time, the state of California has been declared free of [virulent] Newcastle disease. With regard to avian flu, while there was an outbreak in 2004, there has only been one reported case in 2025 (east county). West Nile Virus is an ongoing concern and can be found in all 58 counties in California, including San Diego County. According to the County's Vector Control Program data, the last spike in WNV cases was in 2015 and 2016 (367 and 266 respectively). Cases between 2017 and 2024 have ranged between 0 and 43 (average of 8.75 cases annually). Previous spikes were noted in 2005 (162) and 2008 (563).

With the increase in prices related to animal products, including chicken eggs, allowing additional hen chickens would allow residents to offset high egg prices by raising and harvesting chicken eggs at a higher rate than currently permitted. While there may be concerns related to avian-related diseases, those concerns are less of an issue than they were in 2004 when the Ordinance was last amended.

At the May 20, 2025 public hearing, staff was asked to look at other urban cities in the county with regard to their regulations. Staff looked at the cities of San Diego, Chula Vista, Lemon Grove, and La Mesa. Their regulations are summarized as follows:

San Diego: **five** chickens (outside of all setbacks) / **15** chickens (outside of all required setbacks or 15 feet, whichever is greater) / **25** chickens (minimum of 50 feet from residential structures).
Chula Vista: **six** chickens, minimum 7,000 square-foot lot size.
Lemon Grove: **one** chicken per 1,000 square feet of lot area.
La Mesa: no animal/poultry which emits loud or raucous cries.

Based on previous discussion and concerns, staff suggested a minimum of **six** hen chickens be permitted, with a maximum of one chicken per one thousand feet of lot area, not to exceed **12**. The attached Ordinance reflects this change.

FINANCIAL STATEMENT:
There would no fiscal impact to the City, as changes would not result in the need for additional permits or fees.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Health, Environment, and Sustainability

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:
Second Reading

EXHIBITS:
Exhibit A – Strikethrough/underline
Exhibit B – Ordinance

A. It is unlawful to keep, possess or maintain any animal, bird or reptile not prohibited by Section 8.32.010, except as follows:

2. Any combination of the following classes of animals, not to exceed a total of twenty, with each class limited by a maximum of four adult rabbits, four chinchillas, ~~four hen chickens,~~ four turkeys, four ducks, four geese or twenty pigeons may be kept on any property zoned for single-family residential use that is greater than twenty thousand square feet in area. Up to six hen chickens may be kept on any property zoned for single-family residential use. For properties zoned for single-family residential use that are equal to or exceed 7,000 square feet in size, one hen chicken per one thousand square feet of lot area is permitted, but not to exceed twelve hen chickens in total. This number shall contribute to the total allowance of twenty animals.

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 8.32.015 RELATED TO THE KEEPING OF CERTAIN ANIMALS, BIRDS, AND REPTILES) OF THE NATIONAL CITY MUNICIPAL CODE

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to published 10-day notices of the adoption of said ordinance, public hearings were held by the City Council on May 20, 2025 and August 19, 2025, and at said public hearings, all persons interested were given the opportunity to appear and be heard before the City Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Section 8.32.015 A. 2. is hereby amended to read as follows:

8.32.015 - Restrictions on keeping certain animals, birds and reptiles.

A. It is unlawful to keep, possess or maintain any animal, bird or reptile not prohibited by Section 8.32.010, except as follows:

2. Any combination of the following classes of animals, not to exceed a total of twenty, with each class limited by a maximum of four adult rabbits, four chinchillas, four turkeys, four ducks, four geese or twenty pigeons may be kept on any property zoned for single-family residential use that is greater than twenty thousand square feet in area. Up to six hen chickens may be kept on any property zoned for single-family residential use. For properties zoned for single-family residential use that are equal to or exceed 7,000 square feet in size, one hen chicken per one thousand square feet of lot area is permitted, but not to exceed twelve hen chickens in total. This number shall contribute to the total allowance of twenty animals.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a

summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

INTRODUCED on this 19th day of August, 2025.

PASSED and ADOPTED this 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Acting Director of Community Development**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Public Hearing - Second Reading and Adoption of an Ordinance Adding Chapter 6.30 (Short-Term Rentals) to the National City Municipal Code.

RECOMMENDATION:
Adopt the Ordinance Entitled, "An Ordinance of the City Council of the City of National City, California, Amending Title 6 (Business and Franchise Taxes) of the National City Municipal Code Adding Chapter 6.30 (Short-Term Rentals)."

PRIOR ACTION:
The City Council held a public hearing at their meeting of August 19, 2025 and introduced the Ordinance with the addition of language amendments limiting the number of short-term rentals to 45 per Council District and requiring criminal background checks for short-term rental license applicants. The attached draft Ordinance incorporates these changes.

EXPLANATION:
At the August 19, 2025 public hearing, the City Council asked staff to include language requiring a criminal background check for short-term rental license applicants. The intent is so that someone who has a criminal record related to prostitution or other serious crime be prohibited from operating a short-term rental. As previously mentioned, while the majority of landlords may get criminal background checks from their tenants prior to renting, it is not prevalent in short-term rental ordinances for other cities for the permittees themselves to require one. Regardless of a background check, a permittee must adhere to the operating standards of any permit regulations. If there are violations, citations and revocations would be a remedy. Revocation of a short-term rental permit requires a one year cooling off period prior to re-application.

As mentioned above, the requested language has been added to the draft Ordinance (6.30.070 B). However, it is not imminently clear if this is something that can be done through the current Police Department process. It is possible that a separate and limited process may be initiated through a third-party vendor. However, additional information will be available at the public hearing on September 2, 2025. In the case that a code requirement be determined to be illegal, the section can be struck at that time.

Information Previously Presented
Two other San Diego County cities with STR Ordinances have numerical limits on rental nights per year or maximum number of short-term units. Chula Vista limits the maximum number of

rentals for non-hosted units to 90 days per year. Del Mar has an overall limit of 129 short-term rental permits, or 5% of its housing stock. 5% of National City's housing stock would 885 units.

There are no current regulations on STRs, which means that they are not technically permitted by our "permissive" Land Use Code. The only rentals regulated in the City are those of 30 days or more. While an exact number is hard to know, there are routinely 100-200 STRs shown in the City as vacation rentals by owner, primarily on the Airbnb or VRBO platforms. Costs to rent are highly variable and range from $300 to $900 a night on weekends (April was used as a search parameter). Although ensuring compliance with the Municipal Code with regard to public safety is paramount, another issue is the missed opportunity to collect Transient Occupancy Tax (TOT), which is required for traditional hotel and motel room rentals. Other cities that have STR Ordinances require TOT payment, as well as conformance with other standards as discussed below. National City's TOT is 10% of the room rental rate. If there were 100 units rented out at $500 a night, the resulting loss in TOT revenue would equate to around $5,000 a day, depending on seasonality and market demand.

Of the 19 San Diego County jurisdictions (including the County), nine have STR regulations (Carlsbad, Chula Vista, Coronado, Del Mar, Encinitas, Oceanside, San Diego, Solana Beach, and Vista). Another six, while not having any specific STR regulations, allow STRs subject to normal rental property regulations (County, El Cajon, Escondido, Imperial Beach, La Mesa, and San Marcos). Four cities, including National City, do not regulate or permit STR's (the others are Lemon Grove, Poway, and Santee). TOT in the County ranges from 8% to 14%. The average TOT in San Diego County is 10.3%. All but two cities collect TOT on STR's.

Because the majority of cities with STRs are beach cities with different populations, scenarios, and issues compared to National City, staff focused on the cities of Chula Vista and Vista, both of which have STR Ordinances and are similar in location or population. Both cities have basic requirements related to required permits, operating requirements, parking, payment of TOT, and maximum number of guests, as well as minimum stays (2 days) and transfer of licenses.

Chula Vista differs in that they require a STR landlord to maintain a primary residence in the city and limits a permittee to two STR licenses. They also allow events (weddings, parties, fundraisers, etc.) at STRs subject to a special permit. Vista has a more streamlined Ordinance, but allows up to five STRs per permittee and does not allow any events at STRs. Staff has attempted suggesting a streamlined, yet robust Ordinance that is a hybrid of the two, as well as with additional regulations based on previous Council input.

The next steps would generally be to discuss and introduce the Ordinance, adopt the Ordinance at a subsequent meeting, then implement the Ordinance. If this STR Ordinance is adopted, staff would then need to work with a vendor to implement a licensing and TOT collection program. Three vendors have been identified so far, whose services range anywhere from $10,000 to $15,000 annually, depending on services selected.

FINANCIAL STATEMENT:

Adoption of a Short-Term Rental Ordinance will generate Transient Occupancy Tax contributions to the General Fund through application of Short-Term Rental permits. Future license and monitoring costs are intended to be offset by permit fees.

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:
Second Reading

EXHIBIT:
Exhibit A - Draft Chapter 6.30 – Short-Term Rentals
Exhibit B – Draft Ordinance

Chapter 6.30
Short-Term Rentals

Sections:

6.30.010 Purpose – Findings and Determinations
6.30.020 Definitions
6.30.030 Short-Term Rentals Allowed
6.30.040 Eligibility Requirements
6.30.050 Authorized Agent
6.30.060 Short-Term Rental Permit Requirements
6.30.070 Short-Term Rental Application and Issuance
6.30.080 Short-Term Rental Operating Requirements
6.30.090 Violations and Enforcement
6.30.100 Denial, Suspension and Revocation

Section 6.30.010 Purpose - Findings and Determinations

This chapter establishes short-term rental standards that:

A. Prevent long-term rental units from being replaced with short-term rentals and protect affordable housing units from conversion.

B. Preserve and protect neighborhood character and livability from nuisances that are often associated with short-term rentals, including:

1. Excessive noise
2. Disorderly conduct
3. Illegal parking
4. Overcrowding
5. Excessive accumulation of refuse

C. Reduce the burden on City services.

D. Generate City revenue to share infrastructure cost and other public expenditures by operation of short-term rentals under established standards through the collection and payment of transient occupancy taxes.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any deed restrictions or private covenants, conditions and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property as a short-term rental as defined in this chapter.

Section 6.30.020 Definitions

“Agent" means a person designated by the owner in writing to act on the owner's behalf with respect to owner's short-term rental and compliance with this chapter.

“Bedroom" means a private room intended for or capable of being used for sleeping purposes, separated from other rooms by a door, curtain or other entry way, having at least one window, a closet or cabinet storage space, and is accessible to a bathroom without crossing into another bedroom. Bedrooms exclude bathroom, kitchen, living room, and laundry areas.

“Broker" means any person, including, but not limited to, on-line websites, on-line travel agencies, and on-line booking agents, that offers, lists, advertises, accepts reservations and/or collects whole or partial payment for a short-term rental.

“Director of Community Development” means the Director of Community Development of the City, or designee.

“Hosted unit" means a short-term rental where the owner remains and resides onsite or on a property immediately adjacent to the short-term rental property during the short-term rental period (except during daytime and/or working hours).

“Local Contact Person” means a Person designated by an Owner or an Agent, who, if designated to act as such, shall be available 24 hours per day, seven days per week for the purpose of: (1) being able to physically respond within one hour of notification of a complaint regarding the condition, operation or conduct of Occupants of the Dwelling, and (2) taking remedial action necessary to resolve any such complaints. A Local Contact Person may be the Owner or an Agent.

“Non-hosted unit” means a short-term rental whereby the owner does not remain or reside on-site or on a property immediately adjacent to the short-term rental property during the short-term rental period.

"Owner" means an owner of record of the real property that contains the short-term rental, as provided for in the property deed.

“Primary Residence” means a Person’s permanent residence or usual place of return for housing as documented by at least two of the following: motor vehicle registration; driver’s license; voter registration; tax documents showing the residential unit as the Person’s residence; or a utility bill. A Person may have only one Primary Residence and must reside there for a minimum of 275 days during the calendar year. For properties with two or more existing legally permitted Dwelling Units (e.g., a duplex), the term “Primary Residence” shall apply individually to each unit that meets the criteria previously described. Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for prior to January 1, 2020, and any other accessory habitable structures that are located on a Short-Term Rental Property and do not meet the criteria previously described shall be considered part of the primary single-family residence for purposes of this chapter.

“Short-Term Rental” is defined as the rental of any legally permitted dwelling unit or any portion of any legally permitted dwelling unit, including detached single-family residences, guesthouses, condominiums, duplexes, townhomes and multiple-family dwellings, for occupancy for dwelling, lodging or sleeping purposes for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Short-term rentals exclude the following: any Accessory Dwelling Unit permitted under Chapter 18.30.380; any Junior Accessory Dwelling Unit permitted under Chapter 18.30.390 of the Municipal Code; and any recreational vehicle as defined in Chapter 18.60 of the Municipal Code.

Section 6.30.030 Short-Term Rentals Allowed

Short-term rentals that comply with all requirements of this chapter are allowed in zones and Specific Plans in the City that permit residential uses.

A maximum of 180 short-term rental units shall be permitted in the City with no more than ~~60~~ 45 such units being located per designated City Council District.

Section 6.30.040 Eligibility Requirements

The following requirements must be met at the time of submitting an application for a permit to operate a Short-Term Rental:

A. The Applicant's Primary Residence must be located in the City, or within a quarter-mile of the short-term rental if located outside the City.

B. The Dwelling Unit shall not be an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) for which a construction permit was applied for on January 1, 2020, or later.

C. The Dwelling Unit shall not be a deed-restricted affordable housing unit, in a special group residence, or a single-room occupancy.

D. A Long-Term Tenant (greater than 30 days) shall not operate a Short-Term Rental without prior written approval of the Owner, such written approval to be provided to the City at the time of application for a Short-Term Rental Permit. An Owner may proactively prohibit Short-Term Rental subletting by tenants at any or all of their owned properties by submitting a notification in writing to the Community Development Department.

E. The Applicant shall not have been subject to a Short-Term Rental Permit revocation during the previous 24-month period.

G. An Applicant may not hold a Short-Term Rental Permit for more than one Nonprimary Residence Short-Term Rental at any given time.

Section 6.30.050 Authorized Agent

A. An owner may in writing authorize an agent to comply with the requirements of this chapter on their behalf. The agent shall submit a copy of the authorization to the City during the permit and permit renewal application process.

B. Notwithstanding Subsection A above, the owner shall not be relieved from any personal liability for noncompliance with this chapter, regardless of whether such noncompliance was caused, allowed or permitted by the owner's agent or the occupants or guests of the owner's short-term rental.

Section 6.30.060 Short-Term Rental Permit Requirements

Prior to renting or advertising the availability of a short-term rental, the owner or their agent shall obtain: (1) a business license pursuant to Chapter 6.04 of this Code; (2) a transient occupancy registration certificate pursuant to Chapter 4.32 of this Code; and (3) a short-term rental permit pursuant to this chapter.

Section 6.30.070 Short-Term Rental Permit Application and Issuance

A. Contents of Permit Application. Owners or their agent shall submit a short-term rental permit application to the City for each short-term rental unit. The permit application shall be submitted on a City-approved form that requires the following information:

1. If applicable, owner's written authorization of agent(s).

2. Legal name, address and telephone number of all owner(s), agent(s), broker(s) for the short-term rental and the 24-hour, seven-day per week local contact person.

3. The address and assessor's parcel number of the property proposed to operate as a short-term rental.

4. The number of bedrooms within the short-term rental.

5. The number of existing on-site parking spaces designated for the exclusive use of the short-term rental.

6. Whether the short-term rental is a "hosted unit" or a "non-hosted unit".

7. The number of fire extinguishers and smoke and carbon monoxide alarms at the short-term rental property, and a self-certification of compliance with the Fire Code, subject to review and approval by the City's Fire Marshal.

8. Copy of any application and all other forms that renters of the short-term rental will be required to complete.

9. Copy of the owner's rules and regulations for the short-term rental.

10. Signed statement acknowledging all of the following: (a) all of the information contained in the short-term rental permit application is true and correct; (b) all owner(s)/agent(s), and the designated local contact person, are familiar with the requirements of this chapter; (c) all owner(s)/agent(s), and the designated local contact person, are responsible for ensuring compliance with this chapter; and (d) failure to comply with this chapter and all applicable provisions of this Code may result in suspension and/or revocation of a short-term rental permit.

11. Such other standardized information as the City Manager, or designee, deems reasonably necessary to administer this chapter.

B. Persons who have a criminal record related to prostitution or other serious crime (Cal. Penal Code Title 9) shall be prohibited from operating a short-term rental.

C. Application Signatories. All owners listed on the property deed are required to sign the short-term rental permit application. Signatures of non-corporeal owners, such as partnerships and corporations, shall be made by the entity's duly authorized agent(s) or such individual(s) otherwise permitted by law to sign on the entity's behalf.

D. Permit Fee. A short-term rental permit fee has been established by resolution of the City Council and shall be paid in conjunction with initial and renewal applications. The fee is nonrefundable.

E. Granting of Permit and Renewal. The City shall grant or renew a permit if the application meets the requirements of this section and there are no grounds for denial pursuant to section 6.30.090.B. Short-term rental permits are valid for one year or per an approved multi-year agreement and shall be renewed in coordination with business license renewals.

F. Change of Ownership. Permits only apply to the person(s) named on the application and are non-transferable. Within 14 calendar days of a material change in the property ownership or substitution of listed agent(s), a new application for a short-term rental permit shall be submitted with the required application fee.

G. Short-term rentals are subject to the provisions of Chapter 4.32 of this Code regarding the collection and remittance of Transient Occupancy Tax (TOT). Failure to comply with these provisions may result in revocation of a short-term rental permit pursuant to section 6.30.090.C. A broker that collects any revenue from arranging or listing a short-term rental location in the City has primary responsibility for collecting, paying and transmitting all TOT due to the City pursuant to Chapter 4.32 of this Code.

H. False Statements. Any false statements or information provided in the application are grounds for denial of a short-term rental permit pursuant to section 6.30.090.C, or if the permit has already been issued by the City, permit revocation or imposition of penalties.

I. Indemnification. By accepting a short-term rental permit, the permittee agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liability arising out of the actions permitted by such permit, and agrees to pay on behalf of the City all claims, damages, judgments, legal and court costs, adjuster fees and attorney fees related thereto.

Section 6.30.080 Short-Term Rental Operating Requirements

The use and occupancy of short-term rentals shall comply with the following operating requirements. For purposes of this section, "responsible person" shall mean the owner(s) and agent(s) listed in the permit application for the short-term rental:

A. Compliance with Laws. The responsible person shall comply with all applicable provisions of this Code, and all other federal, state, and local laws, rules, and regulations.

B. Public Nuisance Prohibited. The responsible person shall not cause, allow or permit the use or occupancy of the short-term rental to create a public nuisance, including, but not limited to, unruly gatherings or raucous noise. "Raucous noise" includes yelling, screaming, shouting, or making other disturbing noises, including noise violations as identified in Title 12 of this Code, which unreasonably interfere with the peace and quiet of nearby residents or members of the public. "Unruly gathering" includes, but is not limited to, gatherings of occupants and/or guests at a short-term rental that exceed the number permitted on the short-term rental permit and gatherings of occupants and/or guests engaging in disorderly conduct that disturbs the public peace. The responsible person shall immediately abate any public nuisances caused by the use or occupancy or the short-term rental.

C. Noise Violations Prohibited. The responsible person shall not cause, allow or permit the emission or transmission of any noise violation as identified in Title 12 of this Code at a short-term rental, including from any sound-making equipment or sound-amplifying device.

D. Permitted Occupancy. The responsible person shall limit overnight occupancy of the short-term rental to a specific number of occupants not to exceed two persons per bedroom or studio plus one additional person per dwelling unit.

E. Parking. The responsible person shall limit the number of vehicles at the short-term rental to the number of parking spaces designated in the short-term rental permit. All on-site parking spaces designated for occupant use in the permit shall be made available for the vehicles of occupants. Occupants shall avoid street parking and vehicles shall not impede access to sidewalks and adjoining neighboring properties or driveways. Vehicles shall not park in designated fire lanes. Parking of motor vehicles, trailers and recreational vehicles by occupants shall comply with Section 7.20.140 of this Code.

F. Trash and Refuse. Trash and refuse shall not be left or stored within public view except at a location that is designated for collection from sunset on the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash shall be in approved receptacles pursuant to Chapter 7.10 of this Code and comply with Section 7.14.100 of this Code.

G. Rental Agreements. Information on the permitted occupancy, parking capacity, and trash disposal requirements of the short-term rental, and the requirements of this chapter, shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the short-term rental. Renters shall agree in writing to follow the provisions of this chapter that apply to use and occupancy of a short-term rental.

H. Open Burning, Recreational Fires, and Portable Outdoor Fireplaces. Bonfires and Recreational Fires are strictly prohibited within the City limits.

I. Grills and Barbeques. Grills and barbeques are not permitted beneath a potentially flammable source, including, but not limited to, trees, umbrellas, decks, or other appurtenant structures, and shall be at least 10 feet away from structures and any flammable materials. Charcoal grills of any type are strictly prohibited.

J. No Roof Access. The responsible person shall not cause, permit or allow occupants to have roof access to the short-term rental. This prohibition does not include permitted roof decks.

K. Life/Safety Compliance. The short-term rental property shall meet basic life/safety requirements under applicable laws such as the California Health & Safety Code and

City-adopted building and fire codes. Minimum operating requirements include, but are not limited to, operable smoke and carbon monoxide alarms, fire extinguisher, and first aid kit.

L. Inspections. Regardless of the time of day, the responsible person shall permit the City to inspect the short-term rental and property in response to any complaint received by the City, for the purpose of making a reasonable inspection to observe and enforce compliance with all applicable laws, rules and regulations, including the provisions of this chapter.

M. No Subletting. The subletting of a short-term rental is prohibited. Only the person with a valid short-term rental permit issued by the City is permitted to advertise and rent out a property as a short-term rental.

N. No short-term rental shall be used by any tenant for business purposes of any kind. Short-term rentals shall be used for residential purposes only.

O. Special Events and Temporary Uses Prohibited. Special events and temporary uses such as weddings, corporate events, commercial functions, and any other similar events that have the potential to cause traffic, parking, noise, or other adverse impacts in the neighborhood are prohibited at the short-term rental property or as a component of short-term rental activities.

P. No Commercial Filming. No commercial filming may occur at the short-term rental property concurrently with an active short-term rental permit.

Q. Permitted Guest Hours. The designated short-term rental occupants may host guests at the short-term rental during the hours of 10:00 a.m. to 9:00 p.m. daily.

R. Advertisements. It is unlawful for any person or entity to advertise a short-term rental in the City without a valid and current permit issued by the City. All advertisements for a property operating with a valid short-term rental permit, including those advertisements posted on or by hosting platform sites, shall include the short-term rental permit number provided by the City, the maximum number of occupants permitted to stay in the unit, and the maximum number of vehicles permitted to be parked at the short-term rental.

S. Hosted units may be used as a short-term rental for an unlimited number of days during the calendar year.

T. Non-hosted units may be used as a short-term rental for no more than 90 days per calendar year.

U. Minimum Night Stay. Non-hosted units shall have a minimum night stay of two consecutive nights. This provision does not apply to hosted units or to short-term rentals in multi-family residential dwellings.

V. Interior Display of Short-Term Rental Permit. During the period of short-term rental operation, the responsible person shall affix a display on the inside of the main entry door of the short-term rental that includes: (1) the short-term rental permit that applies to the unit; (2) the maximum number of overnight occupants permitted to stay in the unit; (3) the maximum number of vehicles; and a (4) 24-hour, seven-day per week local phone number of the local contact person.

W. Exterior Complaint Phone Number Display. During the period of short-term rental operation, the responsible person shall affix a display on a front window of the short-term rental that includes: (1) a 24-hour, seven-day per week local phone number of a designated contact to take complaints regarding the unit; (2) the number of bedrooms; (3) maximum number of occupants permitted to stay in the unit; and (4) the maximum number of vehicles.

X. The Response Requirements. The responsible person shall, upon notification that occupants or guests of their short-term rental have violated provisions of this chapter or other applicable federal, state or local laws, rules, or regulations, prevent a recurrence of such conduct by those occupants or guests and shall respond to the notification of violations as soon as practically possible, but within 1 hour at the latest. Failure to timely respond to complaints may result in enforcement pursuant to section 6.30.080.C.

Y. Good Neighbor Handout. Each Short-Term Rental shall post a Good Neighbor Handout inside the permitted premises in close proximity to an entry point that includes emergency contact information for the Permittee and the Local Contact Person (if different). The Good Neighbor Handout shall also provide information about parking restrictions, restrictions on noise and amplified sound, trash collection schedule, fire evacuation routes, and any other information, as required by the Director of Community Development, applicable to the Short-Term Rental and the surrounding neighborhood.

Z. Good Neighbor Letter. Within one week following (1) the issuance of a Short-Term Rental Permit, (2) the issuance of a renewal permit, and/or (3) the approval of a transfer application, the Permittee shall mail or personally deliver in writing a Good Neighbor Letter, in a form authorized by the Director of Community Development to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property. Thereafter, within 30 days of occurrence of any of the events described in (1), (2) or (3), the Permittee shall sign under penalty of perjury, and submit to the Director of Community Development, a certification that the required mailing or delivery was completed. If at any time during the term of a Short-Term Rental Permit, the Good Neighbor Letter information for the Permittee or Local Contact Person changes, the Permittee shall mail or personally deliver in writing within one week an updated Good Neighbor Letter to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property to maintain accuracy and shall also promptly submit to the Director of Community Development a signed under penalty of perjury certification that the required mailing or delivery of the updated information was completed.

AA. Quiet Time From 10:00 p.m. to 9:00 a.m. The hours between 10:00 p.m. and 9:00 a.m. are considered to be “quiet time,” so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or cause discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. It shall constitute a major violation if any Occupants engage in outdoor activities on a Short-Term Rental Property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of fire pits, barbecues, swimming pools, hot tubs, spas, tennis or paddleball courts, or other similar and related improvements or play equipment, or if any Occupants engage in outdoor parties, outdoor singing, shouting, clapping or other activities generally associated with partying or if Occupants engage in any outdoor drunk or disorderly conduct during those hours. Any other outdoor conduct between the hours of 10:00 p.m. and 9:00 a.m. that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property, or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area, shall constitute a minor violation. It is not a violation for an Occupant to merely be out of doors during quiet time hours, so long as there is no conduct that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. The Permittee shall post signs of a size, type and at a location (or locations) acceptable to the Director of Community Development near all doors leading to the exterior of a Short-Term Rental Unit, advising Occupants of “quiet time.”

BB. No-Fault Evictions. A property containing a unit with a no-fault eviction may not operate a short-term rental for five years from the date of the eviction unless it is a single-family home that has been vacated for purposes of owner occupancy.

Section 6.30.090 Violations, Enforcement and Penalties

A. Any person violating any of the provisions of this chapter shall be subject to enforcement procedures pursuant to Chapter 1.44 of this Code and any other enforcement mechanism available to the City, including revocation of the short-term rental permit pursuant to section 6.30.090.C.

B. Any short-term rental that is operating in violation of this chapter is hereby

declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation pursuant to Chapter 1.36 of this Code.

C. Notwithstanding Section 1.44.050 of this Code, the following penalties apply to administrative citations issued for violations of this chapter:

1. For a first administrative citation, a fine not exceeding $500 per violation of each provision of this chapter.

2. For a second administrative citation within one year of the first citation, a fine not exceeding $1,000 per violation of each provision of this chapter.

3. For a third or subsequent administrative citation within one year of the first citation, a fine not exceeding $1,500 per violation of each provision of this chapter.

Section 6.30.100 Denial, Suspension and Revocation

A. Denial, Suspension or Revocation. In addition to any other remedy provided by this chapter, a short-term rental permit may be denied, suspended, or revoked by the City Manager, or designee, pursuant to this section.

B. Grounds for Denial or Suspension. A short-term rental permit may be denied or immediately suspended if any of the following grounds exist:

1. The application or renewal application for the short-term rental permit does not comply with all the requirements of section 6.30.060.

2. A material misrepresentation, false or misleading information was included on the application or renewal application for the short-term rental permit.

3. An authorized official has cited the short-term rental property for health or safety violation(s) and such violation(s) remain outstanding.

4. The use or occupancy of the short-term rental property has been cited by an authorized official for felony violation(s) and criminal prosecution is pending.

5. A delinquency in the payment of any outstanding fees, assessments or taxes owed to the City related to the short-term rental property, including, but not limited to, Transient Occupancy Taxes (TOT).

C. Revocation of Permit. If a third administrative citation is issued for violation(s) of this chapter at a short-term rental within a one-year period, the City shall revoke the short-term rental permit upon a determination that the violation(s) alleged in the third citation has occurred. Notwithstanding the foregoing, the City shall immediately revoke the short-term rental permit upon final determination that a felony violation relating to the use or occupancy of the short-term rental property has occurred.

D. Appeal of Denial, Suspension or Revocation. Any denial, suspension or revocation of a short-term rental permit shall be made by the City in writing and is subject to the appeal procedures set forth in Section 6.04.160 of this Code.

E. Prohibited Operations. If a short-term rental permit is revoked pursuant to this section, a short-term rental shall not be operated at the property for a period of 12 months from the date of such revocation unless the property has been sold and the new owner can demonstrate to the City that a change of property ownership occurred during that time period.

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 6 (BUSINESS AND FRANCHISE TAXES) OF THE NATIONAL CITY MUNICIPAL CODE ADDING CHAPTER 6.30 (SHORT-TERM RENTALS)

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on August 19, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DOES ORDAIN AS FOLLOWS:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Section 6.30 is hereby added to read as follows:

Chapter 6.30
Short-Term Rentals

Sections:

6.30.010 Purpose – Findings and Determinations
6.30.020 Definitions
6.30.030 Short-Term Rentals Allowed
6.30.040 Eligibility Requirements
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Section 6.30.010 Purpose - Findings and Determinations

This chapter establishes short-term rental standards that:

A. Prevent long-term rental units from being replaced with short-term rentals and protect affordable housing units from conversion.

B. Preserve and protect neighborhood character and livability from nuisances that are often associated with short-term rentals, including:

1. Excessive noise
2. Disorderly conduct
3. Illegal parking
4. Overcrowding
5. Excessive accumulation of refuse

C. Reduce the burden on City services.

D. Generate City revenue to share infrastructure cost and other public expenditures by operation of short-term rentals under established standards through the collection and payment of transient occupancy taxes.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any deed restrictions or private covenants, conditions and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property as a short-term rental as defined in this chapter.

Section 6.30.020 Definitions

“Agent" means a person designated by the owner in writing to act on the owner's behalf with respect to owner's short-term rental and compliance with this chapter.

“Bedroom" means a private room intended for or capable of being used for sleeping purposes, separated from other rooms by a door, curtain or other entry way, having at least one window, a closet or cabinet storage space, and is accessible to a bathroom without crossing into another bedroom. Bedrooms exclude bathroom, kitchen, living room, and laundry areas.

“Broker" means any person, including, but not limited to, on-line websites, on-line travel agencies, and on-line booking agents, that offers, lists, advertises, accepts reservations and/or collects whole or partial payment for a short-term rental.

“Director of Community Development” means the Director of Community Development of the City, or designee.

“Hosted unit" means a short-term rental where the owner remains and resides onsite or on a property immediately adjacent to the short-term rental property during the short-term rental period (except during daytime and/or working hours).

“Local Contact Person” means a Person designated by an Owner or an Agent, who, if designated to act as such, shall be available 24 hours per day, seven days per week for the purpose of: (1) being able to physically respond within one hour of notification of a complaint regarding the condition, operation or conduct of Occupants of the Dwelling, and (2) taking

remedial action necessary to resolve any such complaints. A Local Contact Person may be the Owner or an Agent.

“Non-hosted unit” means a short-term rental whereby the owner does not remain or reside on-site or on a property immediately adjacent to the short-term rental property during the short-term rental period.

"Owner" means an owner of record of the real property that contains the short-term rental, as provided for in the property deed.

“Primary Residence” means a Person’s permanent residence or usual place of return for housing as documented by at least two of the following: motor vehicle registration; driver’s license; voter registration; tax documents showing the residential unit as the Person’s residence; or a utility bill. A Person may have only one Primary Residence and must reside there for a minimum of 275 days during the calendar year. For properties with two or more existing legally permitted Dwelling Units (e.g., a duplex), the term “Primary Residence” shall apply individually to each unit that meets the criteria previously described. Accessory Dwelling Units or Junior Accessory Dwelling Units for which a construction permit was applied for prior to January 1, 2020, and any other accessory habitable structures that are located on a Short-Term Rental Property and do not meet the criteria previously described shall be considered part of the primary single-family residence for purposes of this chapter.

“Short-Term Rental” is defined as the rental of any legally permitted dwelling unit or any portion of any legally permitted dwelling unit, including detached single-family residences, guesthouses, condominiums, duplexes, townhomes and multiple-family dwellings, for occupancy for dwelling, lodging or sleeping purposes for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. Short-term rentals exclude the following: any Accessory Dwelling Unit permitted under Chapter 18.30.380; any Junior Accessory Dwelling Unit permitted under Chapter 18.30.390 of the Municipal Code; and any recreational vehicle as defined in Chapter 18.60 of the Municipal Code.

Section 6.30.030 Short-Term Rentals Allowed

Short-term rentals that comply with all requirements of this chapter are allowed in zones and Specific Plans in the City that permit residential uses.

A maximum of 180 short-term rental units shall be permitted in the City with no more than 45 such units being located per designated City Council District.

Section 6.30.040 Eligibility Requirements

The following requirements must be met at the time of submitting an application for a permit to operate a Short-Term Rental:

A. The Applicant’s Primary Residence must be located in the City, or within a quarter-mile of the short-term rental if located outside the City.

B. The Dwelling Unit shall not be an Accessory Dwelling Unit (ADU) or a Junior Accessory Dwelling Unit (JADU) for which a construction permit was applied for on January 1, 2020, or later.

C. The Dwelling Unit shall not be a deed-restricted affordable housing unit, in a special group residence, or a single-room occupancy.

D. A Long-Term Tenant (greater than 30 days) shall not operate a Short-Term Rental without prior written approval of the Owner, such written approval to be provided to the City at the time of application for a Short-Term Rental Permit. An Owner may proactively prohibit Short-Term Rental subletting by tenants at any or all of their owned properties by submitting a notification in writing to the Community Development Department.

E. The Applicant shall not have been subject to a Short-Term Rental Permit revocation during the previous 24-month period.

G. An Applicant may not hold a Short-Term Rental Permit for more than one Nonprimary Residence Short-Term Rental at any given time.

Section 6.30.050 Authorized Agent

A. An owner may in writing authorize an agent to comply with the requirements of this chapter on their behalf. The agent shall submit a copy of the authorization to the City during the permit and permit renewal application process.

B. Notwithstanding Subsection A above, the owner shall not be relieved from any personal liability for noncompliance with this chapter, regardless of whether such noncompliance was caused, allowed or permitted by the owner's agent or the occupants or guests of the owner's short-term rental.

Section 6.30.060 Short-Term Rental Permit Requirements

Prior to renting or advertising the availability of a short-term rental, the owner or their agent shall obtain: (1) a business license pursuant to Chapter 6.04 of this Code; (2) a transient occupancy registration certificate pursuant to Chapter 4.32 of this Code; and (3) a short-term rental permit pursuant to this chapter.

Section 6.30.070 Short-Term Rental Permit Application and Issuance

A. Contents of Permit Application. Owners or their agent shall submit a short-term rental permit application to the City for each short-term rental unit. The permit application shall be submitted on a City-approved form that requires the following information:

1. If applicable, owner's written authorization of agent(s).

2. Legal name, address and telephone number of all owner(s), agent(s), broker(s) for the short-term rental and the 24-hour, seven-day per week local contact person.

3. The address and assessor's parcel number of the property proposed to operate as a short-term rental.

4. The number of bedrooms within the short-term rental.

5. The number of existing on-site parking spaces designated for the exclusive use of the short-term rental.

6. Whether the short-term rental is a "hosted unit" or a "non-hosted unit".

7. The number of fire extinguishers and smoke and carbon monoxide alarms at the short-term rental property, and a self-certification of compliance with the Fire Code, subject to review and approval by the City's Fire Marshal.

8. Copy of any application and all other forms that renters of the short-term rental will be required to complete.

9. Copy of the owner's rules and regulations for the short-term rental.

10. Signed statement acknowledging all of the following: (a) all of the information contained in the short-term rental permit application is true and correct; (b) all owner(s)/agent(s), and the designated local contact person, are familiar with the

requirements of this chapter; (c) all owner(s)/agent(s), and the designated local contact person, are responsible for ensuring compliance with this chapter; and (d) failure to comply with this chapter and all applicable provisions of this Code may result in suspension and/or revocation of a short-term rental permit.

11. Such other standardized information as the City Manager, or designee, deems reasonably necessary to administer this chapter.

B. Persons who have a criminal record related to prostitution or other serious crime (Cal. Penal Code Title 9) shall be prohibited from operating a short-term rental.

C. Application Signatories. All owners listed on the property deed are required to sign the short-term rental permit application. Signatures of non-corporeal owners, such as partnerships and corporations, shall be made by the entity's duly authorized agent(s) or such individual(s) otherwise permitted by law to sign on the entity's behalf.

D. Permit Fee. A short-term rental permit fee has been established by resolution of the City Council and shall be paid in conjunction with initial and renewal applications. The fee is nonrefundable.

E. Granting of Permit and Renewal. The City shall grant or renew a permit if the application meets the requirements of this section and there are no grounds for denial pursuant to section 6.30.090.B. Short-term rental permits are valid for one year or per an approved multi-year agreement and shall be renewed in coordination with business license renewals.

F. Change of Ownership. Permits only apply to the person(s) named on the application and are non-transferable. Within 14 calendar days of a material change in the property ownership or substitution of listed agent(s), a new application for a short-term rental permit shall be submitted with the required application fee.

G. Short-term rentals are subject to the provisions of Chapter 4.32 of this Code regarding the collection and remittance of Transient Occupancy Tax (TOT). Failure to comply with these provisions may result in revocation of a short-term rental permit pursuant to section 6.30.090.C. A broker that collects any revenue from arranging or listing a short-term rental location in the City has primary responsibility for collecting, paying and transmitting all TOT due to the City pursuant to Chapter 4.32 of this Code.

H. False Statements. Any false statements or information provided in the application are grounds for denial of a short-term rental permit pursuant to section 6.30.090.C, or if the permit has already been issued by the City, permit revocation or imposition of penalties.

I. Indemnification. By accepting a short-term rental permit, the permittee agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liability arising out of the actions permitted by such permit, and agrees to pay on behalf of the City all claims, damages, judgments, legal and court costs, adjuster fees and attorney fees related thereto.

Section 6.30.080 Short-Term Rental Operating Requirements

The use and occupancy of short-term rentals shall comply with the following operating requirements. For purposes of this section, "responsible person" shall mean the owner(s) and agent(s) listed in the permit application for the short-term rental:

A. Compliance with Laws. The responsible person shall comply with all applicable provisions of this Code, and all other federal, state, and local laws, rules, and regulations.

B. Public Nuisance Prohibited. The responsible person shall not cause, allow or permit the use or occupancy of the short-term rental to create a public nuisance, including, but not limited to, unruly gatherings or raucous noise. "Raucous noise" includes yelling, screaming, shouting, or making other disturbing noises, including noise violations as

identified in Title 12 of this Code, which unreasonably interfere with the peace and quiet of nearby residents or members of the public. "Unruly gathering" includes, but is not limited to, gatherings of occupants and/or guests at a short-term rental that exceed the number permitted on the short-term rental permit and gatherings of occupants and/or guests engaging in disorderly conduct that disturbs the public peace. The responsible person shall immediately abate any public nuisances caused by the use or occupancy or the short-term rental.

C. Noise Violations Prohibited. The responsible person shall not cause, allow or permit the emission or transmission of any noise violation as identified in Title 12 of this Code at a short-term rental, including from any sound-making equipment or sound-amplifying device.

D. Permitted Occupancy. The responsible person shall limit overnight occupancy of the short-term rental to a specific number of occupants not to exceed two persons per bedroom or studio plus one additional person per dwelling unit.

E. Parking. The responsible person shall limit the number of vehicles at the short-term rental to the number of parking spaces designated in the short-term rental permit. All on- site parking spaces designated for occupant use in the permit shall be made available for the vehicles of occupants. Occupants shall avoid street parking and vehicles shall not impede access to sidewalks and adjoining neighboring properties or driveways. Vehicles shall not park in designated fire lanes. Parking of motor vehicles, trailers and recreational vehicles by occupants shall comply with Section 7.20.140 of this Code.

F. Trash and Refuse. Trash and refuse shall not be left or stored within public view except at a location that is designated for collection from sunset on the day prior to trash pick-up until up to midnight on the day designated for trash pick-up. All trash shall be in approved receptacles pursuant to Chapter 7.10 of this Code and comply with Section 7.14.100 of this Code.

G. Rental Agreements. Information on the permitted occupancy, parking capacity, and trash disposal requirements of the short-term rental, and the requirements of this chapter, shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the short-term rental. Renters shall agree in writing to follow the provisions of this chapter that apply to use and occupancy of a short-term rental.

H. Open Burning, Recreational Fires, and Portable Outdoor Fireplaces. Bonfires and Recreational Fires are strictly prohibited within the City limits.

I. Grills and Barbeques. Grills and barbeques are not permitted beneath a potentially flammable source, including, but not limited to, trees, umbrellas, decks, or other appurtenant structures, and shall be at least 10 feet away from structures and any flammable materials. Charcoal grills of any type are strictly prohibited.

J. No Roof Access. The responsible person shall not cause, permit or allow occupants to have roof access to the short-term rental. This prohibition does not include permitted roof decks.

K. Life/Safety Compliance. The short-term rental property shall meet basic life/safety requirements under applicable laws such as the California Health & Safety Code and City-adopted building and fire codes. Minimum operating requirements include, but are not limited to, operable smoke and carbon monoxide alarms, fire extinguisher, and first aid kit.

L. Inspections. Regardless of the time of day, the responsible person shall permit the City to inspect the short-term rental and property in response to any complaint received by the City, for the purpose of making a reasonable inspection to observe and enforce compliance with all applicable laws, rules and regulations, including the provisions of this chapter.

M. No Subletting. The subletting of a short-term rental is prohibited. Only the person with a valid short-term rental permit issued by the City is permitted to advertise and rent out a property as a short-term rental.

N. No short-term rental shall be used by any tenant for business purposes of any kind. Short-term rentals shall be used for residential purposes only.

O. Special Events and Temporary Uses Prohibited. Special events and temporary uses such as weddings, corporate events, commercial functions, and any other similar events that have the potential to cause traffic, parking, noise, or other adverse impacts in the neighborhood are prohibited at the short-term rental property or as a component of short-term rental activities.

P. No Commercial Filming. No commercial filming may occur at the short-term rental property concurrently with an active short-term rental permit.

Q. Permitted Guest Hours. The designated short-term rental occupants may host guests at the short-term rental during the hours of 10:00 a.m. to 9:00 p.m. daily.

R. Advertisements. It is unlawful for any person or entity to advertise a short-term rental in the City without a valid and current permit issued by the City. All advertisements for a property operating with a valid short-term rental permit, including those advertisements posted on or by hosting platform sites, shall include the short-term rental permit number provided by the City, the maximum number of occupants permitted to stay in the unit, and the maximum number of vehicles permitted to be parked at the short-term rental.

S. Hosted units may be used as a short-term rental for an unlimited number of days during the calendar year.

T. Non-hosted units may be used as a short-term rental for no more than 90 days per calendar year.

U. Minimum Night Stay. Non-hosted units shall have a minimum night stay of two consecutive nights. This provision does not apply to hosted units or to short-term rentals in multi-family residential dwellings.

V. Interior Display of Short-Term Rental Permit. During the period of short-term rental operation, the responsible person shall affix a display on the inside of the main entry door of the short-term rental that includes: (1) the short-term rental permit that applies to the unit; (2) the maximum number of overnight occupants permitted to stay in the unit; (3) the maximum number of vehicles; and a (4) 24-hour, seven-day per week local phone number of the local contact person.

W. Exterior Complaint Phone Number Display. During the period of short-term rental operation, the responsible person shall affix a display on a front window of the short-term rental that includes: (1) a 24-hour, seven-day per week local phone number of a designated contact to take complaints regarding the unit; (2) the number of bedrooms; (3) maximum number of occupants permitted to stay in the unit; and (4) the maximum number of vehicles.

X. The Response Requirements. The responsible person shall, upon notification that occupants or guests of their short-term rental have violated provisions of this chapter or other applicable federal, state or local laws, rules, or regulations, prevent a recurrence of such conduct by those occupants or guests and shall respond to the notification of violations as soon as practically possible, but within 1 hour at the latest. Failure to timely respond to complaints may result in enforcement pursuant to section 6.30.080.C.

Y. Good Neighbor Handout. Each Short-Term Rental shall post a Good Neighbor Handout inside the permitted premises in close proximity to an entry point that includes emergency contact information for the Permittee and the Local Contact Person (if different). The Good Neighbor Handout shall also provide information about parking restrictions, restrictions on noise and amplified sound, trash collection schedule, fire evacuation routes, and any other

information, as required by the Director of Community Development, applicable to the Short-Term Rental and the surrounding neighborhood.

Z. Good Neighbor Letter. Within one week following (1) the issuance of a Short-Term Rental Permit, (2) the issuance of a renewal permit, and/or (3) the approval of a transfer application, the Permittee shall mail or personally deliver in writing a Good Neighbor Letter, in a form authorized by the Director of Community Development to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property. Thereafter, within 30 days of occurrence of any of the events described in (1), (2) or (3), the Permittee shall sign under penalty of perjury, and submit to the Director of Community Development, a certification that the required mailing or delivery was completed. If at any time during the term of a Short-Term Rental Permit, the Good Neighbor Letter information for the Permittee or Local Contact Person changes, the Permittee shall mail or personally deliver in writing within one week an updated Good Neighbor Letter to the Owners and Occupants of properties located on all sides of and directly across the street (or alley or other right-of-way) from the Short-Term Rental Property to maintain accuracy and shall also promptly submit to the Director of Community Development a signed under penalty of perjury certification that the required mailing or delivery of the updated information was completed.

AA. Quiet Time From 10:00 p.m. to 9:00 a.m. The hours between 10:00 p.m. and 9:00 a.m. are considered to be “quiet time,” so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or cause discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. It shall constitute a major violation if any Occupants engage in outdoor activities on a Short-Term Rental Property between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of fire pits, barbecues, swimming pools, hot tubs, spas, tennis or paddleball courts, or other similar and related improvements or play equipment, or if any Occupants engage in outdoor parties, outdoor singing, shouting, clapping or other activities generally associated with partying or if Occupants engage in any outdoor drunk or disorderly conduct during those hours. Any other outdoor conduct between the hours of 10:00 p.m. and 9:00 a.m. that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property, or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area, shall constitute a minor violation. It is not a violation for an Occupant to merely be out of doors during quiet time hours, so long as there is no conduct that disturbs the peace and quiet of the neighborhood adjacent to a Short-Term Rental Property or causes discomfort or annoyance to any reasonable Person of normal sensitivity residing in the area. The Permittee shall post signs of a size, type and at a location (or locations) acceptable to the Director of Community Development near all doors leading to the exterior of a Short-Term Rental Unit, advising Occupants of “quiet time.”

BB. No-Fault Evictions. A property containing a unit with a no-fault eviction may not operate a short-term rental for five years from the date of the eviction unless it is a single-family home that has been vacated for purposes of owner occupancy.

Section 6.30.090 Violations, Enforcement and Penalties

A. Any person violating any of the provisions of this chapter shall be subject to enforcement pursuant to Chapter 1.44 of this Code and any other enforcement mechanism available to the City, including revocation of the short-term rental permit pursuant to section 6.30.090.C.

B. Any short-term rental that is operating in violation of this chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation pursuant to Section 1.36 of this Code.

C. Notwithstanding Section 1.44.050 of this Code, the following penalties apply to administrative citations issued for violations of this chapter:

1. For a first administrative citation, a fine not exceeding $500 per violation of each provision of this chapter.

2. For a second administrative citation within one year of the first citation, a fine not exceeding $1,000 per violation of each provision of this chapter.

3. For a third or subsequent administrative citation within one year of the first citation, a fine not exceeding $1,500 per violation of each provision of this chapter.

Section 6.30.100 Denial, Suspension and Revocation

A. Denial, Suspension or Revocation. In addition to any other remedy provided by this chapter, a short-term rental permit may be denied, suspended, or revoked by the City Manager, or designee, pursuant to this section.

B. Grounds for Denial or Suspension. A short-term rental permit may be denied or immediately suspended if any of the following grounds exist:

1. The application or renewal application for the short-term rental permit does not comply with all the requirements of section 6.30.060.

2. A material misrepresentation, false or misleading information was included on the application or renewal application for the short-term rental permit.

3. An authorized official has cited the short-term rental property for health or safety violation(s) and such violation(s) remain outstanding.

4. The use or occupancy of the short-term rental property has been cited by an authorized official for felony violation(s) and criminal prosecution is pending.

5. A delinquency in the payment of any outstanding fees, assessments or taxes owed to the City related to the short-term rental property, including, but not limited to, Transient Occupancy Taxes (TOT).

C. Revocation of Permit. If a third administrative citation is issued for violation(s) of this chapter at a short-term rental within a one-year period, the City shall revoke the short-term rental permit upon a determination that the violation(s) alleged in the third citation has occurred. Notwithstanding the foregoing, the City shall immediately revoke the short-term rental permit upon final determination that a felony violation relating to the use or occupancy of the short-term rental property has occurred.

D. Appeal of Denial, Suspension or Revocation. Any denial, suspension or revocation of a short-term rental permit shall be made by the City in writing and is subject to the appeal procedures set forth in Section 6.04.160 of this Code.

E. Prohibited Operations. If a short-term rental permit is revoked pursuant to this section, a short-term rental shall not be operated at the property for a period of 12 months from the date of such revocation unless the property has been sold and the new owner can demonstrate to the City that a change of property ownership occurred during that time period.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting

for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

INTRODUCED this 19th day of August, 2025.

PASSED and ADOPTED this 2nd day of September, 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: Martin Reeder, AICP – Acting Director of Community Development
Meeting Date: Tuesday, September 2, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
Public Hearing: Second Reading and Adoption of an Ordinance Amending Title 15 (Buildings And Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements).

RECOMMENDATION:
Adopt the Ordinance Entitled: "An Ordinance of the City Council of the City of National City, California, Amending Title 15 (Buildings and Construction) of the National City Municipal Code Creating a New Section (15.83 – Lot Tie Agreements)"

PRIOR ACTION:
City Council introduced this item at their meeting of August 19, 2025.

EXPLANATION:
The Community Development Department has occasionally had to deal with developments occurring on multiple properties that are owned and developed as one. These occasions have become more frequent of late, which has led to discussion of the usefulness, in certain cases, of a Lot Tie Agreement. A Lot Tie Agreement allows two properties to be developed as one without the need for a lot merger and allows for flexibility with building separation, setbacks, and joint access. For example, a building may be built across a lot line or be located within the normally required setbacks of a property where both properties are held and operated as one (as though the lot line between the properties were never there). The Lot Tie Agreement would allow for this to happen without being considered as a relaxation of required codes. In the event the properties were ever to be sold separately, the City would first require that the buildings in question be demolished or moved in order to remedy any code requirement issues, then the agreement could be dissolved and the agreement terminated. However, in order to utilize this tool, it is required that the Municipal Code make reference to the use of said agreements through Ordinance. This Code Amendment would create such an Ordinance and allow for Lot Tie Agreements in the future.

FINANCIAL STATEMENT:
There is no budget impact as a result of this action.

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:
Second Reading

EXHIBITS:
Exhibit A – Draft NCMC Chapter 15.83 – Lot Tie Agreements
Exhibit B – Draft Ordinance

Chapter 15.83
Lot Tie Agreements

A. If a lot consisting of two or more parcels held by the same record owner is proposed to be developed as one, construction permits shall not be issued unless and until a Lot Tie Agreement is entered into to the satisfaction of the Building Official, City Engineer, and Director of Community Development. The Lot Tie Agreement shall be recorded against the applicable properties in the Office of the San Diego County Recorder. The Lot Tie Agreement shall require the record owner to hold the applicable parcels as one and to maintain common ownership and control. The Lot Tie Agreement shall be binding upon, and the benefits of the Lot Tie Agreement shall inure to the parties and all successors in interest to the parties to the Lot Tie Agreement.

B. Cancellation of a recorded Lot Tie Agreement shall be reviewed and approved by the Building Official, City Engineer, and Director of Community Development under the Site Plan Review process if the need to hold the property as one parcel no longer exists. Under no circumstances shall the cancellation of an agreement cause a violation of this Title or Title 18 of the NCMC. If approved, the City shall forward a written declaration of the cancellation of the Lot Tie Agreement to the County Recorder.

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE NATIONAL CITY MUNICIPAL CODE CREATING A NEW SECTION (15.83 – LOT TIE AGREEMENTS)

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on August 19, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Section 15.83 is hereby added to read as follows:

Chapter 15.83
Lot Tie Agreements

A. If a lot consisting of two or more parcels held by the same record owner is proposed to be developed as one, construction permits shall not be issued unless and until a Lot Tie Agreement is entered into to the satisfaction of the Building Official, City Engineer, and Director of Community Development. The Lot Tie Agreement shall be recorded against the applicable properties in the Office of the San Diego County Recorder. The Lot Tie Agreement shall require the record owner to hold the applicable parcels as one and to maintain common ownership and control. The Lot Tie Agreement shall be binding upon, and the benefits of the Lot Tie Agreement shall inure to the parties and all successors in interest to the parties to the Lot Tie Agreement.

B. Cancellation of a recorded Lot Tie Agreement shall be reviewed and approved by the Building Official, City Engineer, and Director of Community Development under the Site Plan Review process if the need to hold the property as one parcel no longer exists. Under no circumstances shall the cancellation of an agreement cause a violation of this Title or Title 18 of the NCMC. If approved, the City shall forward a written declaration of the cancellation of the Lot Tie Agreement to the County Recorder.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and

adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

INTRODUCED this 19th day of August, 2025.

PASSED and ADOPTED this 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Martin Reeder, AICP – Acting Director of Community Development**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Public Hearing – Second Reading and Adoption of an Amendment of NCMC 9.38 Establishing a Tobacco Retail License Program

RECOMMENDATION:
Adopt the Ordinance Entitled, "An Ordinance of the City Council of the City of National City Amending Title 9 of the National City Municipal Code by Amending Chapter 9.38 Pertaining to Tobacco Retailer Licensing and Restricting the Sale, Display and Promotion of Tobacco to Youth."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The City Council held a public hearing at their meeting of August 19, 2025 and introduced the Ordinance with the addition of language amendments capping the number of tobacco retail licenses at 54 and adding language to the compliance check ("decoy check") section (9.38.140 C) as follows:

C. The city shall conduct up to two compliance checks per 12-month period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products, with additional compliance checks as required.

EXPLANATION:
At the meeting of January 21, 2025, the City Council directed staff per a Policy 105 request to consider development of an Ordinance amending Chapter 9.38 to include a Tobacco Retail License program. Staff returned with a staff report on March 4, 2025 and was directed to bring back an Ordinance amending the chapter and creating a Tobacco Retail License Program.

Chapter 9.38 of the Municipal Code – Restricting the sale, display, and promotion of tobacco products or cigarettes to minors – was adopted in 2000 and amended in 2003 (Exhibit A). This chapter contains regulations related to product placement within retail locations located within a thousand feet of any school, playground, recreation center or facility, childcare center, or library. Advertisement of tobacco products within one thousand feet of the same is prohibited. Signage is also required stating that the sale of tobacco products and cigarettes to persons under twenty-one years of age is prohibited by law and subject to penalties.

In addition to the regulations contained in Chapter 9.38, Title 18 (Zoning) also contains regulations pertaining to tobacco specialty businesses, defined as a business with more than forty percent of the floor area devoted to the use, display, and/or sales of tobacco products and/or paraphernalia. Chapter 18.30.230 requires a Conditional Use Permit for such a use.

In 2018 the City Council adopted amendments to Chapters 9.37 (Prohibition of Smoking in Open Air Dining Areas), 9.38, and Chapter 10.52 (Regulations for the use of municipal parks, playgrounds and golf courses). These amendments generally amended definitions of tobacco products to include electronic cigarettes.

In California, it is illegal for retailers and clerks to sell tobacco products to anyone under the age of 21. This law applies to the sale of traditional tobacco products like cigarettes as well as to the sale of electronic smoking devices like e-cigarettes and tobacco product paraphernalia. There is also a requirement for all retailers that sell electronic smoking devices in California to apply to the California Department of Tax and Fee Administration (CDTFA) for a license. However, this is for taxation purposes. California law also now prohibits the sale of most flavored tobacco products, including e-cigarettes and menthol cigarettes. This law went into effect on December 21, 2022.

This Code Amendment request was made via a Policy 105 action that was initiated based on communication with National City For Better Health, in collaboration with SAY San Diego, administrators of the San Diego Smoke-Free Project, which encouraged adoption of a Tobacco Retail License (TRL) policy. The TRL program is aimed at ensuring local and state tobacco laws are being followed. The program, while containing rules already encompassed at the state level, would place the administrative and enforcement burden for compliance with the City. The intention of the program is for it to be supported through license fees. The main components of a TRL include:

- No new license within a thousand feet of youth-oriented facilities
- No new license within a thousand feet of another tobacco retailer
- No new license within a thousand feet of a cannabis retailer
- Total number of retail licenses limited to one per 2,500 residents
- No sales of flavored tobacco products
- Packaging, labeling, and pricing consistent with manufacturer's specifications and applicable federal requirements
- Annual renewable permit
- No transfer of license between location or person
- Compliance monitoring

All other components of the existing Municipal Code sections are maintained in some form in suggested language provided by SAY San Diego and incorporated in the attached Draft Ordinance (Exhibit B), with the license cap of 54 and additional compliance check language, as mentioned above. The license fees were recommended as per staff's suggestion ($700).

FINANCIAL STATEMENT:
The license fee of $700 is intended to pay for staff time associated with business inspections. Based on the 54 existing retail outlets selling tobacco, the total annual fee collected would amount to approximately $37,800, which would cover some or all of the cost of 54 annual business inspections and allow for a decoy compliance check program to augment staff inspections.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Health, Environment, and Sustainability

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:
Second Reading

EXHIBITS:
Exhibit A – Current Chapter 9.38
Exhibit B – Draft Ordinance

Chapter 9.38 RESTRICTING THE SALE, DISPLAY AND PROMOTION OF TOBACCO PRODUCTS OR CIGARETTES TO MINORS

9.38.010 Purpose and intent.

It is the purpose and intent of the city council to enact regulations further restricting the sale or display of tobacco products and cigarettes in the city to minors, beyond that provided for by state law. Accordingly, the city council enacts the following regulations as not preempted by the Federal Cigarette Labeling and Advertising Act, 15 U.S Code Section 1332, et seq.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.020 Definitions.

For purposes of this chapter:

"Advertising display" means a sign, sign-board, billboard, poster, or banner that is temporarily or permanently placed within a building or displayed in the window(s) of a commercial establishment to advertise or promote products. It does not include printed material on the container of a product sold at retail.

"Cigarette," as used in this chapter and as defined by 15 U.S. Code Section 1332, means: (A) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (B) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph A of this definition.

"Playground" means any outdoor premises or grounds owned or operated by the city, a public or private school, childcare center, or youth or recreational center, that contains any play or athletic equipment used or intended to be used by minors.

"Recreation center or facility" means any recreation center or facility under the control, direction or management of the city.

"School" means any public or private elementary or secondary school, attendance at which satisfies the compulsory education laws of the state of California.

"Self-service display" means an open display of tobacco products to which the public has access without the intervention of an employee.

"Tobacco advertising display" means an advertising display that concerns tobacco products.

"Tobacco product" means any substance or product other than cigarettes containing tobacco leaf, including but not limited to cigars, pipe tobacco, snuff, chewing tobacco, and dipping tobacco.

"Tobacco retailer" or "tobacco retail store" means any person or business entity that sells any tobacco product or cigarettes and includes an employee of that person or business entity. Any retail establishment selling tobacco products or cigarettes incidental to other merchandise qualifies within this definition.

"Vendor-assisted" means that only a store employee has access to a particular product and assists a customer by supplying the product, and the customer does not take possession of the product until it is purchased.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.030 Measure of distance.

The distance between any tobacco retail store and any school, playground, recreation center of facility, childcare center, or library, shall be measured in a straight line, without regard to intervening structures, from the exterior of the tobacco retail store to the closest property line of the school, playground, recreation center or facility, childcare center, or library.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.040 Restrictions on location of tobacco products and tobacco advertising displays.

A. It is unlawful for any tobacco retailer to place, maintain, or cause to be placed or maintained any tobacco product or tobacco advertising display within two feet of any candy, snack, or nonalcoholic beverage display inside a tobacco retail store located within one thousand feet of any school, playground, recreation center or facility, childcare center or library.

B. Except as allowed in Section 9.38.040(A), it is unlawful for any person to advertise tobacco products within one thousand feet of any school, playground, recreation center or facility, childcare center or library.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.050 Exceptions to location of tobacco products and tobacco advertising displays inside retail establishments.

A. Section 9.38.040 does not apply to commercial establishments where access to the premises by persons under twenty-one years of age is prohibited by law.

B. Section 9.38.040A does not apply within any establishment to displays containing tobacco products which are not accessible and visible to patrons, or to displays located above, behind or below a sales counter and which are not accessible to patrons. Any display containing tobacco products shall not be used as an "advertising display" as defined in Section 9.38.020.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

(Ord. No. 2018-2452, § 4, 12-4-2018)

9.38.060 Self-service sale and distribution of tobacco products—Prohibited.

It is unlawful for any tobacco retailer to sell, permit to be sold, offer for sale, or display for purposes of sale, by means of self-service displays or by any means other than vendor-assisted sales, any tobacco products or cigarettes.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.070 Restrictions on distribution of free tobacco samples, promotional items or cigarettes to minors.

A. It is unlawful for tobacco retailer to distribute free tobacco products or promotional items, except in enclosed areas where minors are not permitted.

B. It is unlawful for any tobacco retailer to permit or allow a minor to be within six feet of any area or display where cigarettes are distributed free or at reduced cost as part of a promotion.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.080 Posting of signs regarding tobacco products and cigarette sales to minors.

A. Every tobacco retailer shall post conspicuously in their place of business at each point of purchase a notice stating that the sale of tobacco products and cigarettes to persons under twenty-one years of age is prohibited by law and subject to penalties, except for United States Armed Forces active duty personnel with military ID who are at least eighteen years of age. The notice shall also state that photo identification is required to purchase tobacco products and cigarettes. The letters of the sign shall be at least one-half inch in height.

B. Any sign meeting the content requirements of California Business and Professional Code Section 22952(b) and regulations promulgated thereunder, and the posting requirements of California Penal Code Section 308(c), satisfies subsection "A" of this section.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

(Ord. No. 2018-2452, § 5, 12-4-2018)

9.38.090 Extensions for compliance.

A. Any business that needs to make modifications to its business premises or advertising practices in order to comply with Sections 9.38.040, 9.38.060, or 9.38.080 of this chapter must comply within sixty calendar days after June 30, 2003.

B. Any business owner may apply to the city manager, through the planning director, for a reasonable extension of time within which to comply with Sections 9.38.040, 9.38.060 or 9.38.080 of this chapter, provided that the application for extension is submitted on or before the last day of the sixty-day compliance period.

C. An extension may be granted only for good cause for a maximum of one year from the effective date. "Good cause" means that the extension is necessary to prevent the business from suffering unreasonable financial hardship, or to prevent unreasonable disruption in business operations.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

9.38.100 Enforcement.

A. Violations of this chapter shall be prosecuted as infractions for the first offense, and may be prosecuted as misdemeanors for subsequent offenses, subject to the penalties provided in Section 1.20.010 of this code. In addition, injunctive relief, civil penalties or administrative remedies provided in Title 1 of this code, may be sought or imposed for violations.

B. This chapter may be enforced by any police officer, building inspector, code conformance officer, business license inspector or fire inspector.

(Ord. 2223 § 1 (part), 2003: Ord. 2172 § 1 (part), 2000)

ORDINANCE NO. 2025-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING TITLE 9 OF THE NATIONAL CITY MUNICIPAL CODE BY AMENDING CHAPTER 9.38 PERTAINING TO TOBACCO RETAILER LICENSING AND RESTRICTING THE SALE, DISPLAY AND PROMOTION OF TOBACCO TO YOUTH

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on August 19, 2025, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Section 9.38 (Restricting the Sale, Display and Promotion of Tobacco Products or Cigarettes to Minors) is hereby amended to read as follows:

Chapter 9.38 - TOBACCO RETAILER LICENSE AND RESTRICTING THE SALE, DISPLAY AND PROMOTION OF TOBACCO TO YOUTH.

Section 9.38.010 Purpose and intent.

It is the intent of the City Council, in enacting this ordinance, to ensure compliance with the business standards and practices of the City and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco products to youth, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein. Accordingly, the City Council enacts the following regulations as not preempted by the Federal Cigarette Labeling and Advertising Act, 15 U.S. Code sec. 1332, et seq.

Section 9.38.020 Definitions.

For purposes of this chapter:

A. "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm's Length Transaction.

B. "Applicant" means the Person applying for a permit pursuant to this chapter.

C. “Cannabis” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

D. “Cannabis Product” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.

E. “Cannabis Retailer” means any retail establishment in which cannabis or cannabis products are sold or offered for sale to persons that do not hold a license to engage in commercial cannabis activity issued by the State of California in accordance with the Business and Professions Code Section 26000 et seq., as that section may be amended from time to time.

F. “Child-Resistant Packaging” means packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

G. “Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than 4.5 pounds per thousand.

H. “Cigarette” means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

I. "City" means City of National City, California.

J. “Compliance checks” means systems the department uses to investigate and ensure that tobacco retailers are following and complying with the requirements of this chapter. Compliance checks may involve the use of persons between the ages of 18 and 20 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the department or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

K. “Coupon” means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

L. “Delivery sale” means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment. Delivery sale includes the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

M. “Department” means the Community Development Department and any agency or person designated by the City to enforce or administer the provisions of this chapter.

N. "Electronic Smoking Device" means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. “Electronic Smoking Device” includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. “Electronic Smoking Device” does not include “drugs,” “devices,” or “combination products,” authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act."

O. "Flavored Tobacco Product" means any tobacco product that imparts:

1. a taste or odor distinguishable by an ordinary consumer, other than the taste or odor of tobacco, either prior to or during the consumption of such tobacco product, including but not limited to tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, mint, wintergreen, menthol, herb, or spice; or

2. a cooling or numbing sensation distinguishable by an ordinary consumer during the consumption of such tobacco product.

P. “Full Retail Price” means the displayed price plus all applicable taxes and fees if such taxes and fees are not included in the displayed price. For the purposes of this chapter, “Displayed Price” means the price displayed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale.

Q. "Little Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. Little Cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

R. “Manufacturer” means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product, or imports a finished tobacco product for sale or distribution into the United States.

S. “Moveable Place of Business” means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

T. "Person" means any human being, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

U. “Pharmacy” means any retail establishment in which the profession of pharmacy is practice by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

V. “Proprietor” means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.

W. “Recreation Facility” means an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes, and includes but is not limited to, a gymnasium, playing court, playing field, and swimming pool.

X. “Sale” mean any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

Y. "Self-Service Display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of Self-Service Display.

Z. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. “Smoking” includes using an electronic smoking device.

AA. "Tobacco Product" means:
1. Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled absorbed, or ingested by any other means, including but not limited to, a cigarette, cigar, little cigar, pipe tobacco, snuff, snus, or chewing tobacco;
2. Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
3. Any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes. "Tobacco Product" does not mean “drugs,” “devices,” or “combination products,” authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

BB. "Tobacco Retailer" means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

CC. “Tobacco Retailing” means engaging in the activities of a tobacco retailer.

DD. “Youth-Oriented Facility” means a parcel in the city that is occupied by:
1. a private or public kindergarten, elementary, middle, junior high, or high school;
2. a library open to the public;
3. a playground open to the public;
4. a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;
5. a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;
6. a park open to the public or to all the residents of a private community;
7. a licensed child-care facility or preschool [other than a small-family day care home or a

large-family day care home [as defined in California Health & Safety Code § 1596.78]].

Section 9.38.030 General requirements and prohibitions.

A. *Tobacco retailer's license required*. It shall be unlawful for any person to engage in tobacco retailing in the City without first obtaining and maintaining a valid tobacco retailer's license for each location at which tobacco retailing is to occur.

B. *Lawful business operation*. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to the sale of tobacco products.

C. *Smoking prohibited*. Smoking, including smoking for the purpose of sampling any tobacco product, is prohibited within the indoor area of any retail establishment licensed under this chapter. Smoking also prohibited outdoors within 25 feet of any retail establishment licensed under this chapter.

D. *Minimum Legal Sales Age*. No person engaged in tobacco retailing shall sell a tobacco product to a person under 21 years of age.

E. *Display of License*. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

F. *Positive identification required*. No person engaged in tobacco retailing shall sell a tobacco product to another person without first verifying by means of government- issued photographic identification that the recipient is at least 21 years of age.

G. *Self-service displays prohibited*. Tobacco retailing by means of a self-service display is prohibited.

H. *On-site Sales*. All sales of tobacco products shall be conducted in-person in the licensed location. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to engage in the delivery sale of tobacco products or to knowingly or recklessly sell or provide tobacco products to any person that intends to engage in the delivery sale of the tobacco product in the City.

I. *Posting of Signs.* Every tobacco retailer shall post conspicuously in their place of business at each point of purchase a notice stating that the sale of tobacco products and cigarettes to persons under twenty-one years of age is prohibited by law and subject to penalties. The notice shall also state that photo identification is required to purchase tobacco products. The letters of the sign shall be at least one-half inch in height.

    a. Any sign meeting the content requirements of California Business and Professional Code Section 22952(b) and regulations promulgated thereunder, and the posting requirements of California Penal Code Section 308(c), satisfies Subsection I of this Section.

Section 9.38.040 Limits on eligibility for a tobacco retailer license.

A. *Mobile Vending*. No license may be issued to authorize tobacco retailing at other than a fixed location. No tobacco retail license will be issued to a moveable place of business.

B. *Licensed cannabis businesses*. No license may be issued, and no existing license may be renewed, to authorize tobacco retailing at a location licensed for commercial cannabis activity by the State of California under Business and Professions Code Division 10.

C. *Pharmacies*. One year after the effective date of this ordinance, no license may be issued, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy.

D. *Proximity to youth-oriented facilities*. No newly established business requesting to be licensed for the sale of tobacco may be within 1,000 feet of a youth-oriented facility as measured by a straight line from the nearest point of the property line of the parcel on which the youth-oriented facility is located to the nearest point of the property line of the parcel on which the applicant's business is located.

E. *Proximity to other tobacco retailers*. No newly established business requesting to be licensed for the sale of tobacco may be within 1,000 feet of a tobacco retailer location already licensed pursuant to this chapter as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing licensee's business is located.

F. *Proximity to cannabis retailers*. No new license may be issued to authorize tobacco retailing within [1,000] feet of an existing cannabis retailer as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing cannabis retailer is located.

G. *Measure of distance*. The distance between any tobacco retail store and any school, playground, recreation center or facility, childcare center, library, or other tobacco retailer, or cannabis retailer, shall be measured in a straight line, without regard to intervening structures, from the exterior of the tobacco retail store to the closest property line of the school, playground, recreation center or facility, childcare center, or library.

H. *Population and density*. The issuing of tobacco retailer licenses is limited as follows:

1. The total number of tobacco retailer licenses within the city shall be limited to one for each 800 inhabitants of the city.
2. For the purposes of this subsection, the total population of the city shall be determined by the most current published total available from the U.S. Census Bureau or the California State Department of Finance, whichever has been more recently updated, as of the date the license application is filed.
3. No new license may be issued to authorize tobacco retailing if the number of tobacco retailer licenses already issued equals or exceeds the total number authorized pursuant to subsection (1).

I. *Existing retailers*. A tobacco retailer operating lawfully on the date this ordinance is adopted may receive an exemption from Subsection D, E, F, and H, as long as all of the following conditions are met:

1. the license is timely obtained and is renewed without lapse or revocation;

2. the tobacco retailer is not closed for business or otherwise suspends Tobacco Retailing for more than sixty (60) consecutive days;

3. the tobacco retailer retains the right to operate under other applicable laws.

J. *Change of business dispute*. If the City determines that a tobacco retailer has substantially changed their business premises or operation and the tobacco retailer disputes this determination, the Tobacco Retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change.

Section 9.38.050 Restrictions on location of tobacco products, and tobacco advertising displays.

A. It is unlawful for any tobacco retailer to place, maintain or cause to be placed or maintained any tobacco product or tobacco advertising display within two feet of any candy, snack, or non-alcoholic beverage display inside a tobacco retail store located within one thousand feet (1,000) of any youth-oriented facility.

B. Except as allowed in subsection A, it is unlawful for any person to advertise tobacco products within one thousand feet (1,000) of any youth-oriented facility.

C. Subsection A does not apply to commercial establishments where access to the premises by persons under twenty-one years of age is prohibited by law.

Section 9.38.060 Sale of flavored tobacco products prohibited.

The sale of flavored tobacco products shall be regulated by state law.

Section 9.38.070 Tobacco product pricing and packaging.

A. *Packaging and labeling*. No tobacco retailer shall sell any tobacco product to any consumer unless the tobacco product: (1) is sold in the manufacturer's packaging intended for sale to consumers; (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements. Upon request by the City, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

B. *Display of price*. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.

C. *Distribution of tobacco samples or promotional items.* It is unlawful for any person to distribute free or nominally priced tobacco products.

D. *Prohibition of tobacco coupons and discounts.* No tobacco retailer shall:

1. honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;

2. sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

3. provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

E. *Prohibition on the sale of individual cigarettes*. No tobacco retailer shall sell cigarettes individually or in packages containing less than 20 cigarettes.

Section 9.38.080 License application procedure.

A. An application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. All applications shall be submitted on a form supplied by the Department.

B. A license issued contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information shall be revoked pursuant to this Chapter. Nothing in this Chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

C. Applicant submissions must contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a license.

2. The business name, address and telephone number of the location for which a license is sought.

3. The name and mailing address authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this Chapter.

4. Proof that the location for which a tobacco retailer's license is sought has been issued all necessary state license for the sale of tobacco products.

5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this Chapter or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.

6. A signed affidavit affirming that the proprietor has not sold and will not sell any tobacco product without a license required by this Chapter.

7. Such other information as the Department deems necessary for the administration or enforcement of this Chapter as specified on the application form required by this section.

8. Copies of applications for licenses and licenses issued pursuant to California Business and Professions Code Section 22970 et seq., the "Cigarette and Tobacco Products Licensing Act of 2003." If an application for a license pursuant to the

"Cigarette and Tobacco Products Licensing Act of 2003" has been denied, copies of documentation regarding the reason for the denial of such license.

D. *Change in information.* A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a Tobacco Retailer's license within 10 business days of a change.

E. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Section 6250 et seq.) or any other applicable law, subject to the laws' exemptions.

Section 9.38.090 License issuance and renewal.

A. *Issuance of license*. Upon the receipt of a complete and adequate application for a tobacco retailer's license and the license fee required by this chapter, the Department may grant or deny the application for license, or it may delay action for a reasonable period of time to complete any investigation of the application of the applicant deemed necessary.

B. *Denial of application.* The Department may deny an application for a tobacco retailer's license based on any of the following reasons:

1. The information presented in the application is inaccurate or false. Intentionally supplying inaccurate information shall be a violation of this chapter;
2. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits a license to be issued;
3. The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued; or
4. The application seeks authorization for tobacco retailing in a manner that is prohibited pursuant to this chapter, that is unlawful pursuant to any other chapter of this Code, or that is unlawful pursuant to any other law.
5. Any other suitable reason the granting of a license to the applicant is not consistent with the public health and welfare, including the applicant's history of noncompliance with this Chapter and other laws relating to the sale of tobacco products.
6. The applicant is under the age of twenty-one.

Section 9.38.100 License renewal and expiration.

A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is one (1) year. Each tobacco retailer will apply for the renewal of their tobacco retailer's license and submit the license fee no later than thirty (30) days prior to expiration of the current license. A retailer that fails to timely submit a renewal application and fee is ineligible for license renewal and must submit a new application pursuant to this Chapter.

Section 9.38.110 Licenses not transferrable, past violations at retail location.

A. *Licenses not transferrable*. A tobacco retailer's license may not be transferred from one Person to another or from one location to another. A new tobacco retailer's license is

required whenever a tobacco retailer has a new tobacco retailing location or a location has a change in proprietors.

B. *Past violations*. Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to the location unless:

1. The location has been transferred to the new Proprietor(s) in an Arm's Length Transaction; and

2. The new proprietor(s) provide the City with clear and convincing evidence that the new Proprietor(s) have acquired the location in an Arm's Length Transaction.

Section 9.38.120 License conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's license any status or right other than the limited conditional privilege to act as a Tobacco Retailer at the location in the City identified on the face of the permit. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law

Section 9.38.130 Fee for license

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the City Council. The fee shall be calculated so as to recover the total cost of administration and enforcement of this chapter, including, but not limited to, issuing a license, administering the l program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

Section 9.38.140 Compliance monitoring.

A. Compliance with this chapter shall be monitored by the Department. In addition, the City may designate additional persons to monitor compliance with this chapter. All licensed premises must be open to inspection by city staff or designated persons during regular business hours.

B. The Department shall inspect each tobacco retailer at least one (1) time per 12-month period.

C. The city shall conduct up to two compliance checks per 12-month period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products, with additional compliance checks as required.

D. Nothing in this section shall create a right of action in any licensee or other person against the city or its agents

Section 9.38.150 Suspension or revocation of permit.

A. *Notice.* Upon discovery of a suspected violation, the Department shall issue the alleged violator, either personally or by first class mail addressed to the authorized address, an administrative citation that sets forth the alleged violation and which shall inform the alleged violator of their right to be heard on the accusation. The administrative citation shall comply with the requirements of Section 1.44.030 of the National City Municipal Code.

B. *Hearings.* Upon issuance of an administrative citation, a person accused of violating this Ordinance may request in writing a hearing on the matter in accordance with the procedures set forth in Sections 1.44.070 – 1.44.120 of the National City Municipal Code.

C. *Costs*. If this administrative citation is upheld by the hearing officer, the city's actual expenses in holding the hearing up to a maximum of one thousand dollars ($1,000) must be paid by the person requesting the hearing.

D. *Continued violation*.

1. Each day on which a tobacco product is distributed, sold, or offered for sale in violation of this Chapter shall constitute a separate violation of this Chapter; and

2. Each individual tobacco product that is distributed, sold, or offered for sale in violation of this Chapter shall constitute a separate violation of this Chapter.

E. *Revocation of License Wrongly Issued.* A tobacco retailer's license shall be revoked if the Department finds, after the Licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under this Chapter existed at the time application was made, or at any time before the permit issued, or one or more of the bases for denial of a renewal permit under this Chapter existed at the time the renewal permit was issued. Notice and appeal of the revocation shall be conducted in accordance with this section.

F. If a license issued under this chapter is suspended or revoked, all tobacco products at the suspended or revoked tobacco retailer's location shall be removed from public view for the duration of the suspension or revocation. The tobacco retailer additionally shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location for the duration of the suspension or revocation.

Section 9.38.160 Violations and penalties.

A. Any licensee who is found to be in violation of this Ordinance, whether such violation is determined by a hearing officer or superior court; or the Licensee has pleaded guilty, "no contest," or its equivalent, or admitted to a violation, will be charged an administrative fine and as well as their license suspended or revoked follows:

1. Upon a finding by the Department of a first violation of this chapter at a location, the Licensee shall be issued a warning.

2. Upon a finding by the Department of a second violation of this chapter at a location within any 36-month period, the licensee will be charged an administrative fine of $300 and the license shall be suspended for 90 days.

3. Upon a finding by the Department of a third violation of this chapter at a location within any 36-month period, the licensee will be charged an administrative fine of $600 and the license shall be suspended for one year.

4. Upon a finding by the Department of a fourth violation of this chapter at a location within any 36-month period, the licensee will be charged an administrative fine of $1,000 and the license shall be revoked.

B. *Tobacco retailing without a valid license.* In addition to any other penalty authorized by law, if the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailer's permit as follows:

1. After a first violation of this section at a location within any 36-month period, no new permit may be issued for the person or the location (unless proprietorship of the business at the location has been transferred in an Arm's Length Transaction), until 90 days have passed from the date of the violation.

2. After a second violation of this section at a location within any 36-month period, no new permit may be issued for the person or the location (unless proprietorship of the business at the location has been transferred in an Arm's Length Transaction), until 180 days have passed from the date of the violation.

3. After of a third or subsequent violation of this section at a location within any 36-month period, no new license may be issued for the person or the location (unless Proprietorship of the business at the location has been transferred in an Arm's Length Transaction), until five years have passed from the date of the violation.

C. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a Person under the age of 18 years old, such a Person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the preponderance of the evidence presented.

D. All tobacco retailers are responsible for the actions of their employees relating to the sale, offer to sell, and furnishing of tobacco products at the retail location. The sale of any tobacco product shall be considered an act of the tobacco retailer.

E. Tobacco products offered for sale in violation of this Chapter are subject to seizure by the Department or its designee and shall be forfeited after the licensee or any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale in violation of this Chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 9.38.150. Forfeited tobacco products shall be destroyed and properly disposed of at the cost of the seller

after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

F. Violations of this Chapter may, at the discretion of the City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

G. Violations of this Chapter are hereby declared to be public nuisances.

H. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by City Attorney, including administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

I. The remedies specified in this section are cumulative and in addition to any other remedies available under State or local law for a violation of this Code.

Section 9.38.170 Exceptions.

A. Nothing in this Chapter prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious or spiritual ceremony or practice.
B. Nothing in this Chapter shall be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.

Section 9.38.180 Construction and severability.

It is the intent of the City Council to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this Chapter, or its application to any other person or circumstance. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 9.38.190 Public records.

All information provided to the Department by a licensee or license applicant pursuant to this Chapter shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

INTRODUCED this 19th day of August, 2025.

PASSED and ADOPTED this 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Coastal Development Permit and Conditional Use Permit (CUP) for On-Site Beer and Wine Sales, and Live Entertainment at an Existing Restaurant (La Malquerida by Dolche) Located at 1524 McKinley Avenue.

RECOMMENDATION:
Staff Recommends Adoption of the Resolution Entitled: "A Resolution of the City Council of the City of National City, California, Determining that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) Under Class 1 of the CEQA Guidelines Section 15301 (Existing Facilities) and Approving a Coastal Development Permit and Conditional Use Permit for Beer and Wine Sales (ABC Type-41) and Live Entertainment at an Existing Restaurant (La Malquerida by Dolche) Located at 1524 McKinley Avenue in the Coastal Zone. Case File No. 2025-12 CUP CDP APN: 557-055-08."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On July 21, 2025, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended approval of the item with modified conditions of approval related to hours of operation:

The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. to 10:00 p.m. daily. Indoor live entertainment shall only be permitted between the hours of 10:00 a.m. to 11:30 p.m. daily. Outdoor live entertainment shall only be permitted between the hours of 10:00 to 10:00 p.m. daily.

The City Council reviewed the Planning Commission Notice of Decision at the Council meeting of August 19, 2025 and voted to hold the item for a public hearing.

EXPLANATION:

Executive Summary
The operator of La Malquerida by Dolche restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 8:00 a.m. to midnight daily. The applicant is also requesting live entertainment indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

Planning Commission Action
The Planning Commission held a public hearing on July 21, 2025. One community member spoke in opposition to the project. One written comment was provided prior to the meeting (Exhibit I). Ultimately, the Planning Commission recommended approval of the CUP with modified conditions by unanimous vote of those members present (five). One commissioner was absent.

The motion recommended approval of the item with modified conditions of approval related to hours of operation: The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. to 10:00 p.m. daily. Indoor live entertainment shall only be permitted between the hours of 10:00 a.m. to 11:30 p.m. daily. Outdoor live entertainment shall only be permitted between the hours of 10:00 to 10:00 p.m. daily.

Site Characteristics

The 2,500 square foot property is located on the northwest end of McKinley Avenue between West 14th and West 18th Street. The property is zoned Medium Manufacturing (MM) and is located within the City's Coastal Zone (typically the area west of Interstate 5). The zoning map indicates the lot as Medium Industrial (IM). However, the most recent comprehensive Land Use Code Update (2011) is not yet active in the Coastal Zone. Therefore, the City's previous zoning (MM) would apply.

The restaurant is approximately 1,400 square feet, with a 700 square-foot outdoor patio and seating in the back. The applicant is proposing live entertainment on the outside patio. The outdoor patio is surrounded on all sides by walls and fences. The building is situated between two industrial businesses, Handy Metal Mart and Walashek Industrial. The surrounding area is almost entirely industrial, except for one residential use two properties to the north. All of the properties in the vicinity of the restaurant are zoned Medium Manufacturing.

Proposed Use

The applicant is proposing beer and wine sales (ABC Type-41) and live entertainment at the restaurant. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. Proposed hours for live entertainment are indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales and live entertainment with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation for Alcohol Sales

La Malquerida by Dolche is proposing to sell beer and wine from 8:00 a.m. to midnight daily. They are also proposing live entertainment (DJs, bands, guitarist, mariachi, etc.) indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily.

The site, previously known as Westside Story, had an approved CUP in 2018 to sell beer and wine and have live entertainment from 10:00 a.m. to 10:00 p.m. daily. The use has since been discontinued.

Restaurants with on-site alcohol sales and live entertainment have been approved with varying hours throughout the city. Most recently, Mariscos El Tiburon (543 Highland Avenue) was approved for alcohol sales from 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 11:00 p.m. Friday through Saturday and live entertainment was approved from 4:00 p.m. to 10:00 p.m. Friday & Saturday and 4:00 p.m. to 9:00 p.m. Sunday. This business was located in a more residential area than the subject restaurant, La Malquerida by Dolche.

In 2024, Mariscos La Capital was approved for alcohol sales from 8:00 a.m. to 11:30 p.m. daily, although the restaurant did not include live entertainment. In 2023, Friends of Friends (127 E 8th St,) was approved for on-site alcohol sales from 6:00 a.m. to 1:00 a.m. and live entertainment from 12:00 p.m. to 10:00 p.m. Sunday through Thursday and 12:00 p.m. to 11:30 p.m. Friday through Saturday. Similarly, in 2022, Market on 8th was approved for on-site alcohol sales until

1:00 a.m. daily and live entertainment until 11:30 p.m. on weekends. The approval for Market on 8th included live entertainment on the outdoor patio until 9:00 p.m. on weekends.

Based on the recently approved hours for restaurants with alcohol sales and live entertainment and the location of the restaurant, staff is recommending modified hours for live entertainment. The hours for live entertainment proposed by the applicant are indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily; However, staff is recommending indoor live entertainment from 10:00 a.m. to 11:30 p.m. and outdoor live entertainment from 10:00 a.m. to 10:00 p.m. in accordance with the noise ordinance. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. These hours are consistent with previous approvals and the location of the restaurant. It should be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Concerns related to live entertainment usually involve noise impacts to surrounding non-commercial uses. While the subject property is in a primarily industrial area, conditions are included to address noise. Conditions include compliance with the limitations contained in Title 12 (Noise) of the Municipal Code and specified hours of operation.

Mailing
All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 55 occupants and owners. No public comment has been received as of the writing this report.

Community Meeting
Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Thursday, May 8th, 2025 at 6:00 p.m. at the subject restaurant. The meeting advertisement is attached (Exhibit H); No community members attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 feet of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately half of its floor area devoted to seating.

Coastal Zone
As previously noted, the business location is within the Coastal Zone. Under normal (non-discretionary permit) circumstances, no Coastal Development Permit (CDP) would be required. However, the need for a discretionary approval in this case (CUP) also triggers a CDP. The only difference with this application would be the need for an additional finding related to consistency with the Local Coastal Plan, which is included with the attached Resolution (Exhibit A).

Alcohol Sales Concentration/Location
According to the California Department of Alcoholic Beverage Control (ABC), there are 17 on-site licenses in census tract 219, where a maximum of three are recommended. Therefore, the census tract is considered to be overconcentrated by ABC with regard to on-site alcohol sales outlets. Census Tract 219 is the area west of National City Boulevard from Division Street to the southern City boundary. The site was previously approved for an on-site license.

Police Department (PD)
The ABC Risk Assessment provided by PD allocated a total of 15 points, which places it in the Medium Risk category (Medium Risk is considered 13-18 points). The Risk Assessment is included as Exhibit F. The assessment indicted a concern related to lighting. A condition has been added to address the comment.

Institute for Public Strategies (IPS)
Comments were received from IPS with the following considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person Responsible Beverage Sales and Service training from an ABC-authorized provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide breakfast, lunch, and dinner through 12:00 a.m. daily.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Exhibit G. Conditions of approval are included that restrict the hours of alcohol sales and live entertainment.

Findings for Approval
The following are the required findings in the attached draft resolution:

1. Size and Shape: The site for the proposed use is adequate in size and shape, because there will be no physical change to the existing business as a result of this approval that would expand the current use beyond its current capacity. Alcohol sales and live entertainment would be incidental the primary use of food service

2. Access: The site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because there will be no physical change to the existing business as a result of this approval that would impact adjacent streets. The proposal involves an existing commercial space and no expansion of the building is proposed.

3. No Adverse Effects: The proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone and the proposed use will be subject to conditions that limit the sale of alcohol and live entertainment. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

4. Public Convenience and Necessity: The proposed use is deemed essential and desirable to the public convenience or welfare, because the restaurant, a permitted use in the Medium Manufacturing zone, will benefit from the extended sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

5. Local Coastal Program: The granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.

6. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent

to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the restaurant is an allowed use in the Medium Manufacturing zone.

Findings for Denial
The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales and live entertainment may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already 17 other outlets in the same census tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for on-site sale of alcoholic beverages and live entertainment pursuant to law.

Conditions of Approval
Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.). Conditions related to live entertainment have also been included.

Summary
The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption and live entertainment being conditionally-allowed uses in Medium Manufacturing zone; alcohol sales and live entertainment will be accessory to the existing restaurant use in an established industrial area; beer and wine will only be available with the sale of food; the census tract in which the restaurant is located is considered over-concentrated with regard to on-sale alcohol licenses; and the Police Department has classified the establishment as Medium Risk.

Options
1. Approve 2025-12 CUP subject to the conditions included in the Resolution and based on the findings included in the Resolution, or findings to be determined by the City Council; or,

2. Deny 2025-12 CUP based on the attached findings, or findings to be determined by the City Council; or,

3. Continue the item to a specific date in order to obtain additional information.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Planning Commission Resolution 2025-07
Exhibit B – Overhead
Exhibit C – Applicant's Plans
Exhibit D – Public Hearing Notice
Exhibit E – Census Tract & Police Beat Maps
Exhibit F – Police Department Risk Assessment
Exhibit G – IPS Comments
Exhibit H – Community Meeting Information
Exhibit I – Public Comment
Exhibit J – Draft Council Resolution

RESOLUTION NO. 2025-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) FOR A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE.
CASE FILE NO. 2025-12 CUP CDP
APN: 557-055-08

WHEREAS, the Planning Commission of the City of National City considered a Coastal Development Permit and Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (La Malquerida by Dolche) located at 1524 McKinley Avenue. At a duly advertised public hearing held on July 21, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-12 CUP CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 21, 2025, support the following findings:

1. That the site for the proposed use is adequate in size and shape, because there will be no physical change to the existing business as a result of this approval that would expand the current use beyond its current capacity. Alcohol sales and live entertainment would be incidental the primary use of food service.

2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because there will be no physical change to the existing business as a result of this approval that would impact adjacent streets. The proposal involves an existing commercial space and no expansion of the building is proposed.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone and the proposed use will be subject to conditions that limit the sale of alcohol and live entertainment. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the restaurant, a permitted use in the Medium Manufacturing zone, will benefit from the extended sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the restaurant is a permitted use in the Medium Manufacturing zone.

7. Based on findings 1 through 6 above, public convenience and necessity will be served by a proposed use of the property for on-site sales of alcoholic beverages and live entertainment in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at an existing restaurant (La Malquerida by

Dolche) located at 1524 McKinley Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-12 CUP CDP, dated 05/06/2025.

2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make

available a domestic violence training session as provided by the Institute of Public Strategies.

9. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. and 10:00 p.m. daily.
10. Indoor live entertainment shall only be permitted between the hours of 10:00 a.m. to 11:30 p.m. daily.
11. Outdoor live entertainment shall only be permitted between the hours of 10:00 to 10:00 p.m. daily.
12. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
13. Alcohol shall be available only in conjunction with the purchase of food.
14. The restaurant shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages mut be consumed inside the restaurant or patio and may not be taken off-premises.
15. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
16. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
17. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
18. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
19. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.
20. Outdoor areas, including the front of the building, shall be well lit so as to provide safe pedestrian access and to eliminate dark areas.
21. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

22. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 21, 2025, by the following vote:

AYES: Quinones, Sanchez, Miller, Castle, Armenta.

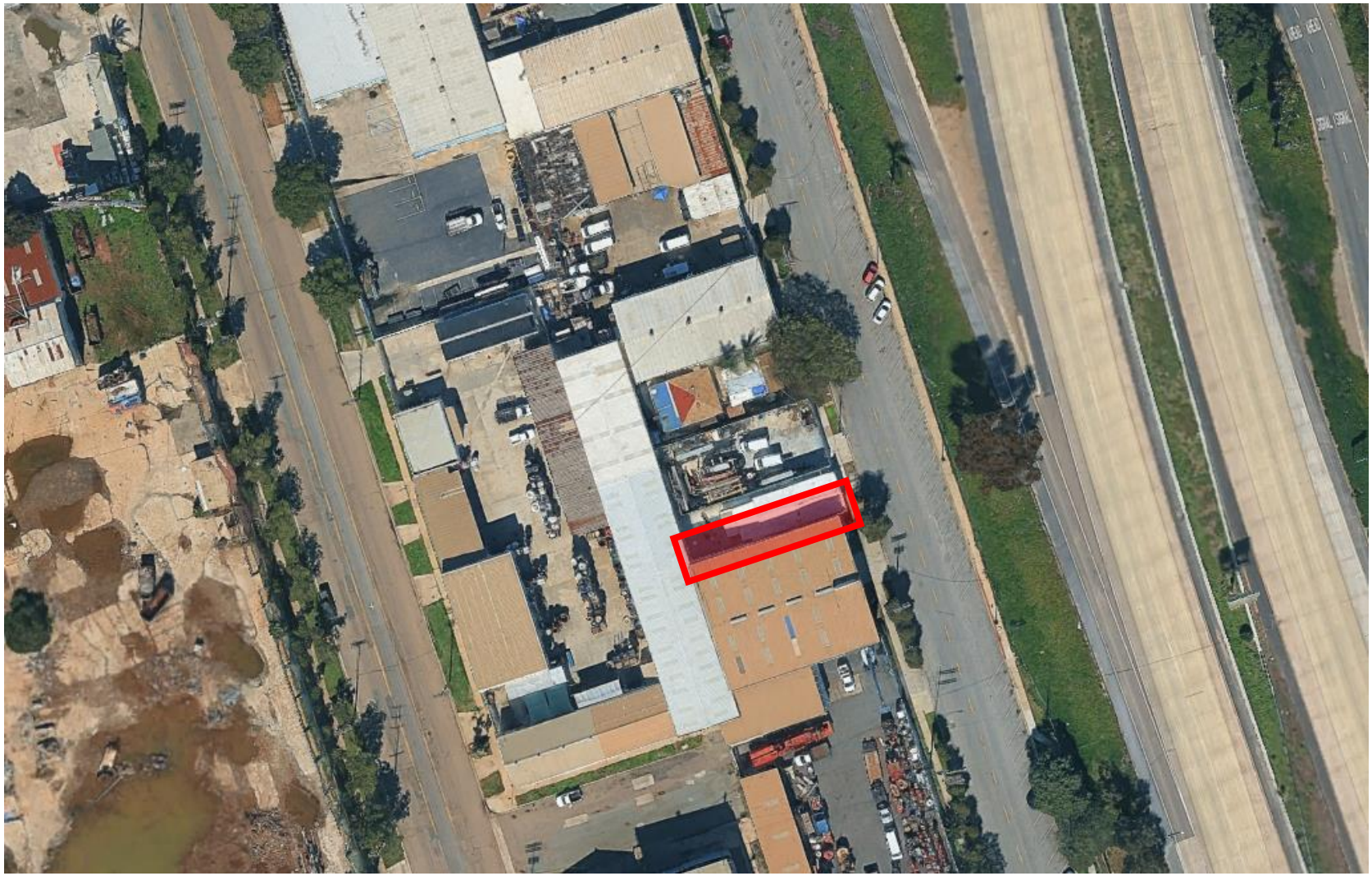
NAYS: None.

ABSENT: Valenzuela.

ABSTAIN: None.

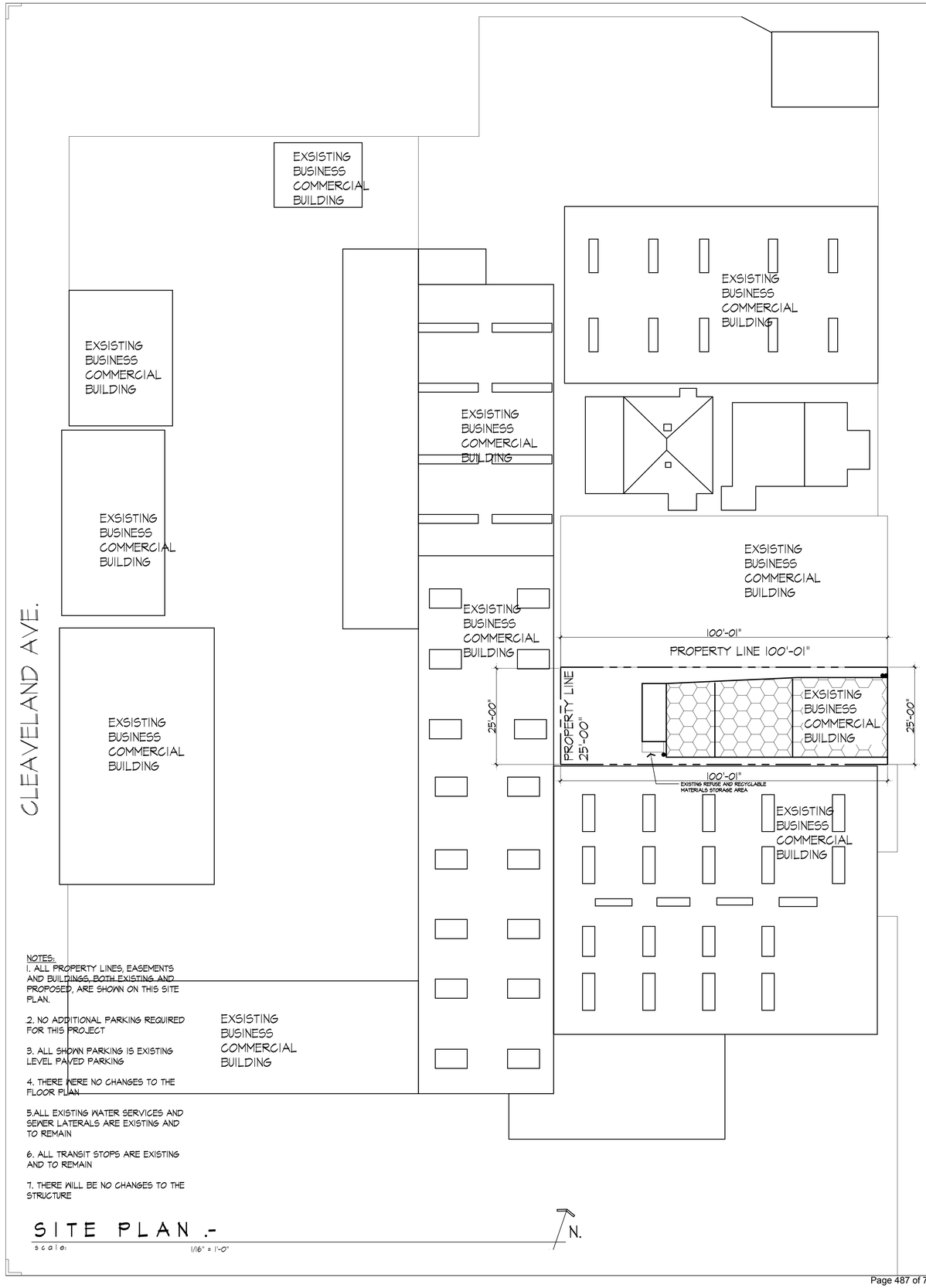
CHAIRPERSON

2025-12 CUP CDP – 1524 McKinley Avenue – Overhead



N

ATTACHMENT 2



NOTES:
1. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

2. NO ADDITIONAL PARKING REQUIRED FOR THIS PROJECT

3. ALL SHOWN PARKING IS EXISTING LEVEL PAVED PARKING

4. THERE WERE NO CHANGES TO THE FLOOR PLAN

5.ALL EXISTING WATER SERVICES AND SEWER LATERALS ARE EXISTING AND TO REMAIN

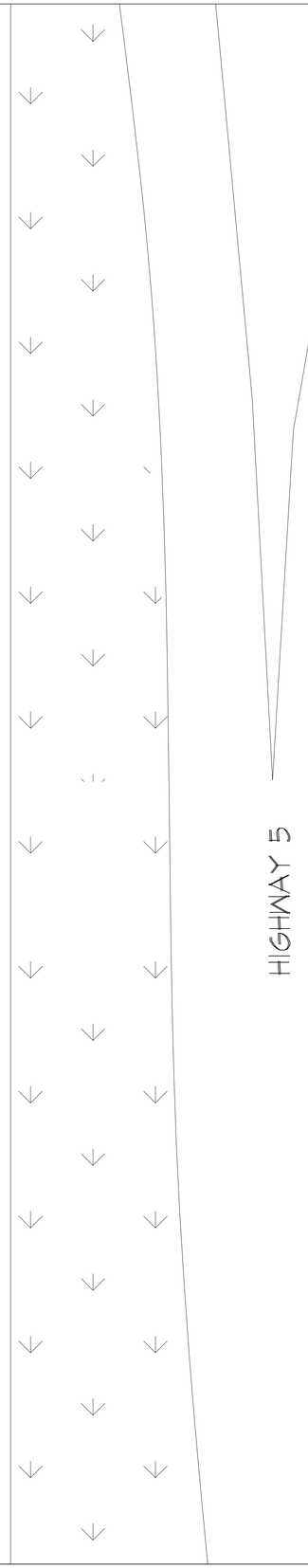
6. ALL TRANSIT STOPS ARE EXISTING AND TO REMAIN

7. THERE WILL BE NO CHANGES TO THE STRUCTURE

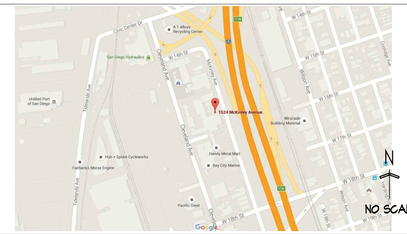
SITE PLAN .-

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





VICINITY MAP



SCOPE OF WORK

CONDITIONAL USE PERMIT FOR LIVE ENTERTAINMENT FROM 8 AM TO 12 AM (MIDNIGHT) DAILY & A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TYPE 41 OR 47 LICENSE

DEVELOPMENT SUMMARY

ASSESSOR'S PARCEL NUMBER:
559-055-08-00

ADDRESS:
1524 MCKINLEY AVE
NATIONAL CITY CA 91950

LEGAL DESCRIPTION:
TR 348 BLK 241*LOT 17*

USE TYPE
RESTAURANT

ZONE:MH HIGH INDUSTRIAL

OCCUPANCY: B

BUILDING TYPE: VB

RESTAURANT AREA:
1,431 SQ. FT.

LOT AREA: 2505 SQFT

PROJECT NUMBER
TBD

PROPERTY OWNER:
BEAUTIFUL NATIONAL CITY LLC
PO BOX 181806
CORONADO CA 92178

APPLICANT:
DOLCHE CAFE AUTHENTIC LATIN FUSSION INC

CONTACT PERSON:
Marco Polo Cortes
MP FERMITS, INC.
640 West Beach Street, Ste. 3-B
San Diego, CA 92101
(619) 852-4640
marco@cortescommunication

INDEX

T-01 TITLE SHEET
A1-01 FLOOR PLAN

BUILDING CODE DATA

THIS PROJECT MUST COMPLY WITH:

2023 CALIFORNIA BUILDING CODE
2023 EDITION OF CALIFORNIA RESIDENTIAL CODE
2023 EDITION OF CALIFORNIA PLUMBING CODE
2023 EDITION OF CALIFORNIA ELECTRICAL CODE

LEGEND

EXISTING WALL

(1-2) INDICATES DOOR PER SCHEDULE SHEET A3-01

(A) INDICATES WINDOW PER SCHEDULE SHEET A3-01

CITY TITLE BLOCK

CITY OF SAN DIEGO

PERMIT NO.____

APPLICANT NAME: DOLCHE CAFE AUTHENTIC LATIN FUSSION INC
ASSESSOR PARCEL NO(S): 559-055-08-00

REQUEST: CONDITIONAL USE PERMIT
PC RESOLUTION No. _____
CC RESOLUTION No. _____
ORDINANCE No._____

APPROVED BY:
_____
DATE:_____

LA MALQUERIDA

1524 McKinley Ave.
San Diego CA. 91950

PLAN FILE NUMBER_
A_____

DATE_
04.02.2025

JOB NUMBER_
005 _MCKINLEY DRAWN BY_

MARIMAR

REVISIONS_

SHEET NAME + No._
TITLE SHEET

T-01

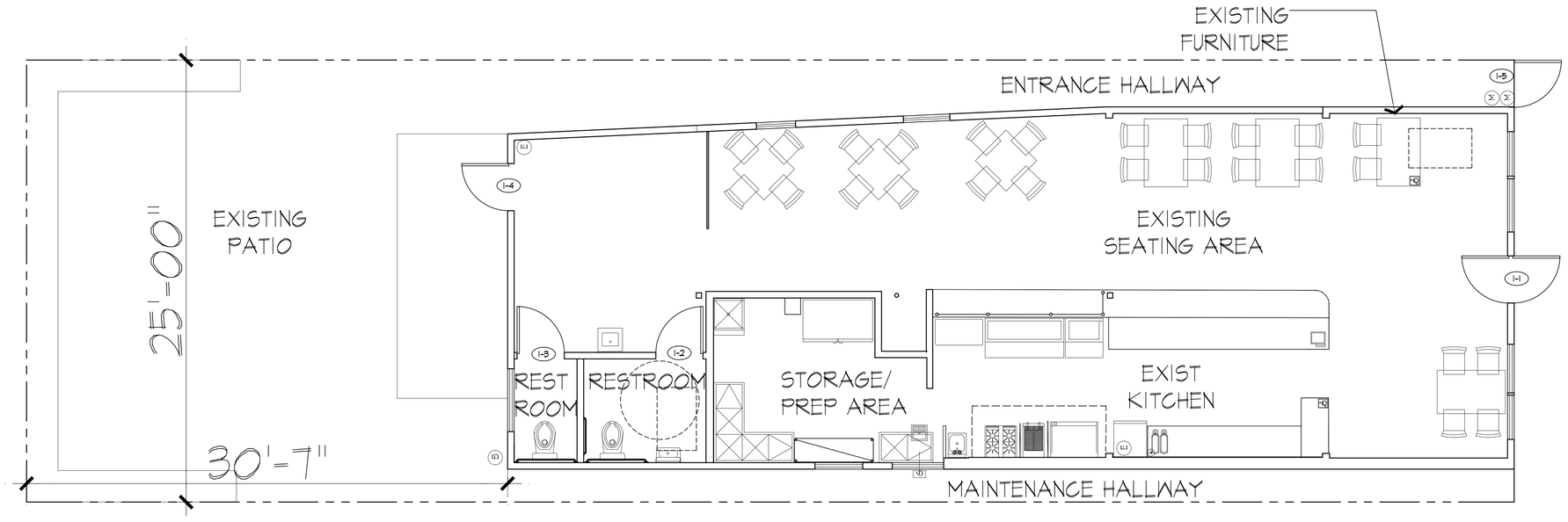
NOTES:
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4. THERE WERE NO CHANGES TO THE FLOOR PLAN

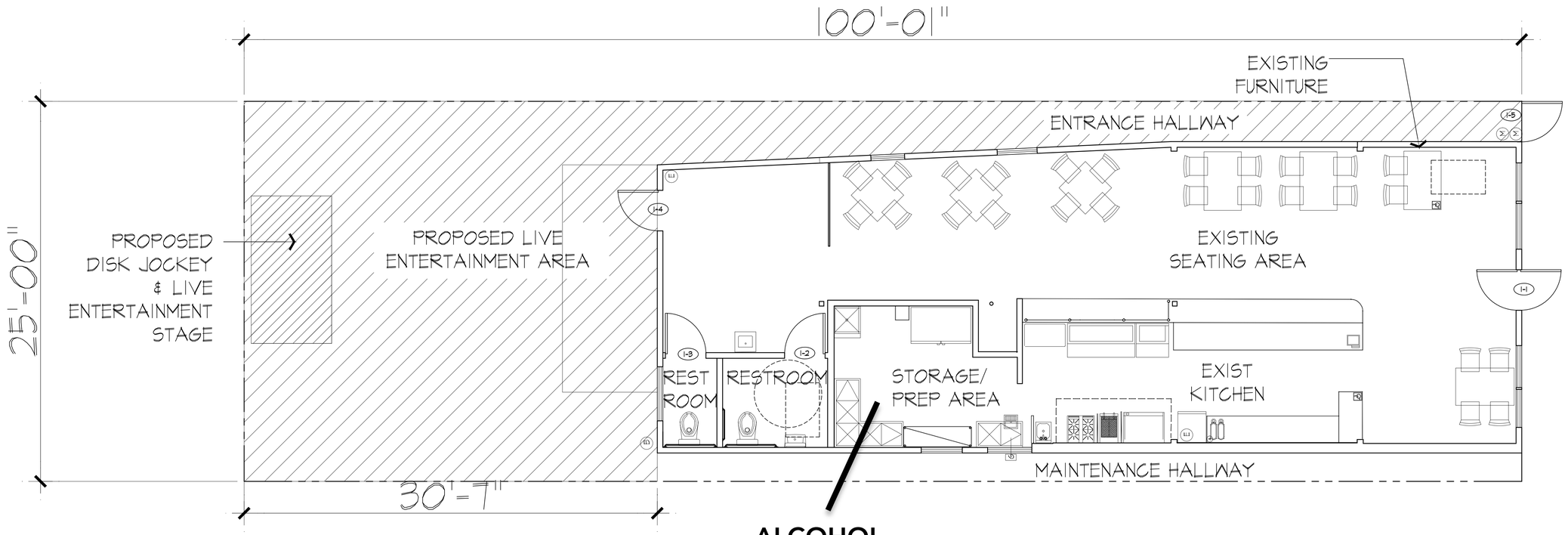
5.ALL EXISTING WATER SERVICES AND SEWER LATERALS ARE EXISTING AND TO BE REMIANED



EXISTING FLOOR PLAN .-

scale: 1/4" = 1'-0"

N.



PROPOSED FLOOR PLAN .-

scale: 1/4" = 1'-0"

N.

LA MALQUERIDA

1524 McKinley Ave.
San Diego CA. 91950

PLAN FILE NUMBER_
A_____

DATE_
04.02.2025

JOB NUMBER_
005 _MCKINLEY DRAWN BY_

MARIMAR

REVISIONS_

SHEET NAME + No._

FLOOR PLAN

A1-01

CITY OF NATIONAL CITY
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, September 2, 2025**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

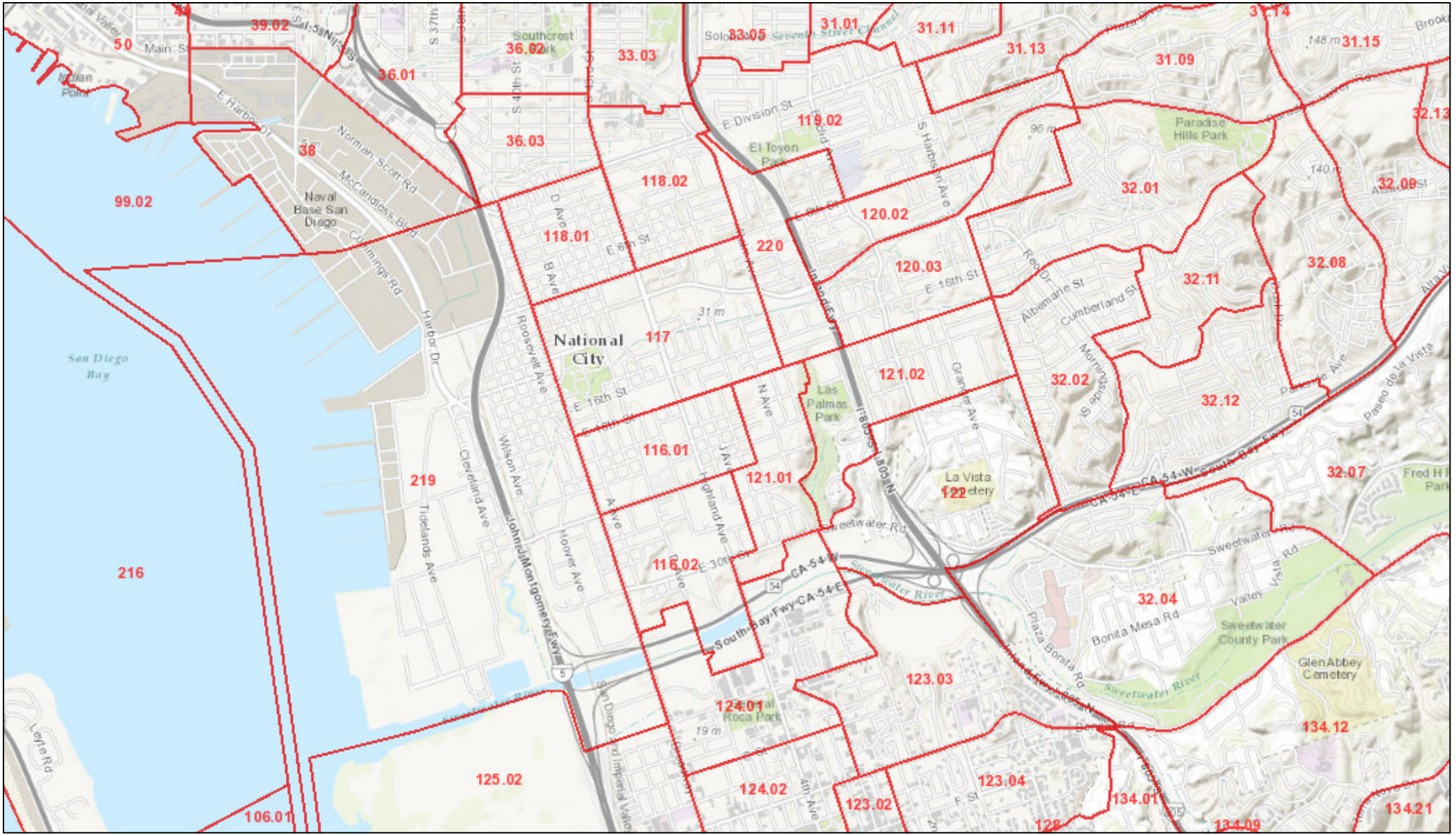
DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) FOR A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR ON-SITE CONSUMPTION (ABC TYPE-41 LICENSE) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE.
CASE FILE NO.: 2025-12 CUP CDP
APN: 557-055-08

The Planning Commission conducted a Public Hearing at their meeting of July 21, 2025 and voted to recommend approval to the City Council of the Conditional Use Permit, by a vote of 5 to 0, with one member absent. The applicant is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales at the existing restaurant (La Malquerida by Dolche). The restaurant is proposing alcohol sales from 8:00 a.m. to midnight daily. Additionally, the applicant is requesting live entertainment indoors from 8:00 a.m. to 11:30 p.m. and outdoors from 8:00 a.m. to 10:00 p.m. daily. A determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities) will also be considered.

Anyone interested in this matter may appear at the above time and place and be heard. The City Council will also accept written public comments regarding this matter. **Written comments or testimony from the public must be submitted via e-mail to publiccomment@nationalcityca.gov by 2:00 P.M. on the day of the City Council Meeting**. For information on registering to provide public comment via Zoom please visit the City Clerk's webpage at https://www.nationalcityca.gov/government/city-clerk/public-comments

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice via e-mail, or through written correspondence delivered to the undersigned prior to the Public Hearing.

Shelley Chapel, MMC, City Clerk
Published in the Star News: Friday, August 22, 2025



August 25, 2014

CensusTracts 2010

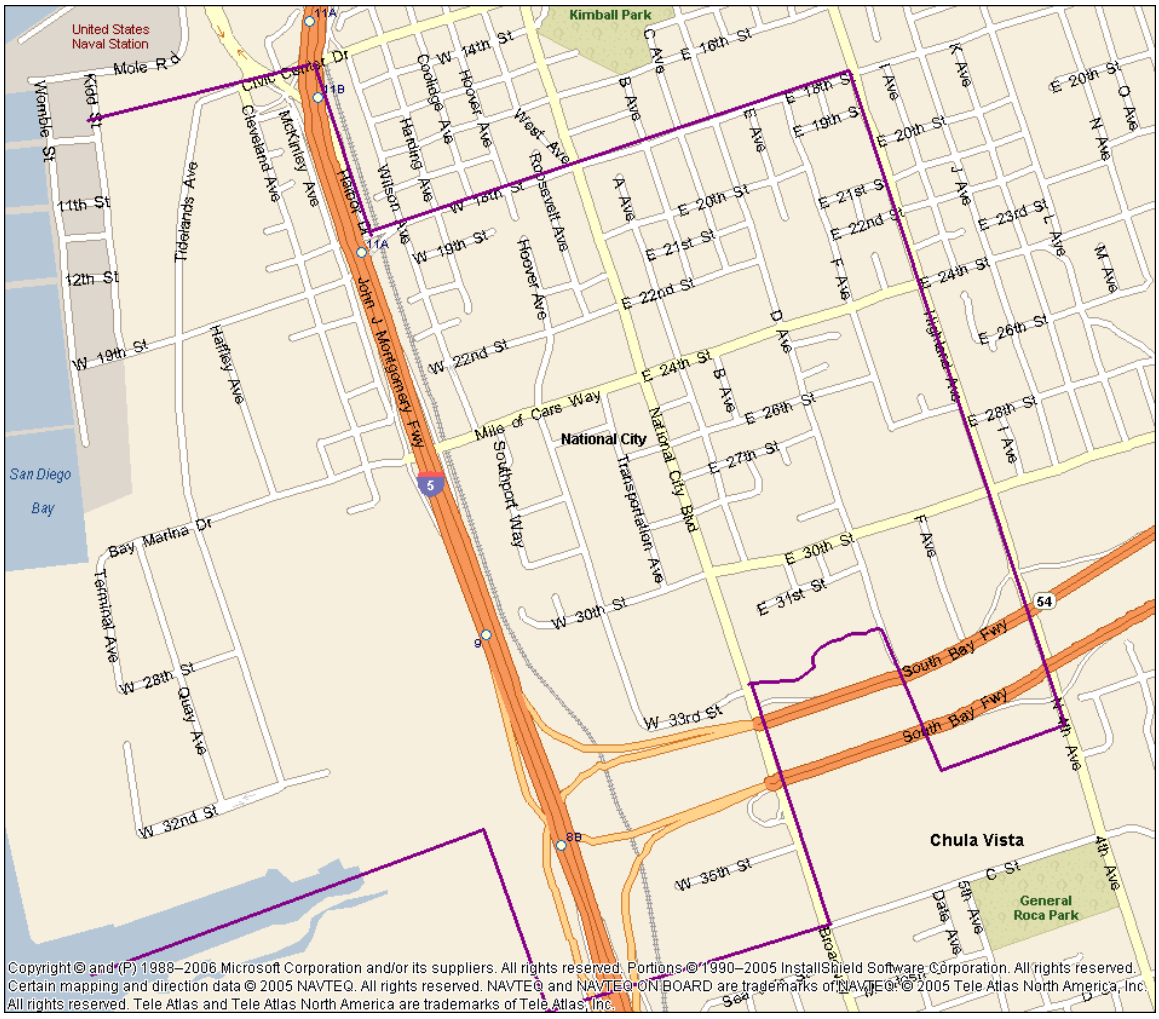
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5



City of National City
Beat 24

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 04/17/25

BUSINESS NAME: La Malquerida By Dolche

ADDRESS: 1524 McKinley Avenue, National City, CA 91950

OWNER NAME: Elena Gallardo DOB: 10/17/80

OWNER ADDRESS: 1933 Meeks Bay Drive, Chula Vista, CA 91913

(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✔ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- ✔ Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

Census Tract #219

There are (3) on sale licenses authorized in tract 219

There is (17) active on sale licenses in tract 219

There are (1) off sale licenses authorized in tract 219

There are (7) active off sale licenses in tract 219

VI. Calls for Service at Location (for previous 6 months)

- ✔ Below (1 pt)
  Average (2 pts)
  Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

  Mostly commercial businesses (1 pt)
- ✔ Some businesses, some residential (2 pts)
  Mostly residential (3 pts)

VIII. Owner(s) records check

- ✔ No criminal incidents (0 pts)
  Minor criminal incidents (2 pts)
  Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assess at a medium risk and is deserving of such a rating.
This census tract is over populated with both on and off sales businesses.
This business is intermingled with residential and commercial properties. Late hour
music/live entertainment daily until 1130PM could cause a problem for residents in the area.
There is minimal lighting during hours of darkness at the business. The business should
better illuminate the front of business due to its late hours of operations for both patrons and the residents.
National City should consider better street lighting and a tree maintenance plan in the area.

Completed by: Camacho Badge ID: 449

Environmental Scan
Conditional Use Permit (CUP) for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant

1524 McKinley Ave., National City, CA 91950
Conducted: April 22, 2025



Photo of the proposed location

An environmental scan was conducted at 1 p.m. on Tuesday, April 22, 2025, for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant. The location is between Handy Metal Mart to the south and Walashek Industrial & Marine Inc. to the north. It is surrounded by numerous other similar commercial uses. The restaurant was closed at the time the environmental scan was conducted.

Proposed hours
Live Entertainment: 10 a.m. to 11:30 p.m. daily
Alcohol Sales: 8 a.m. to 12 a.m. daily

During a scan of the business and premises, the following was noted:

- A small residential structure was approximately 150 feet away.
- A Circle K service station was approximately 500 feet away.
- A multiple-story apartment complex, McKinley Apartments, approximately 1,000 feet away on McKinley Avenue, with graffiti on the fence between these two locations.

Youth Sensitive Areas/Other Vulnerable Locations

Kimball Elementary School, approximately 1,500 feet away

Churches

St. Anthony of Pardua, Missionary Church of God, and First Christian Spiritualist, (each approximately 1,500 feet away) are the closest ones to this location.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or applicant or incidents in the area have occurred that would discourage allowing live entertainment, extended hours and alcohol sales.

Online Reviews

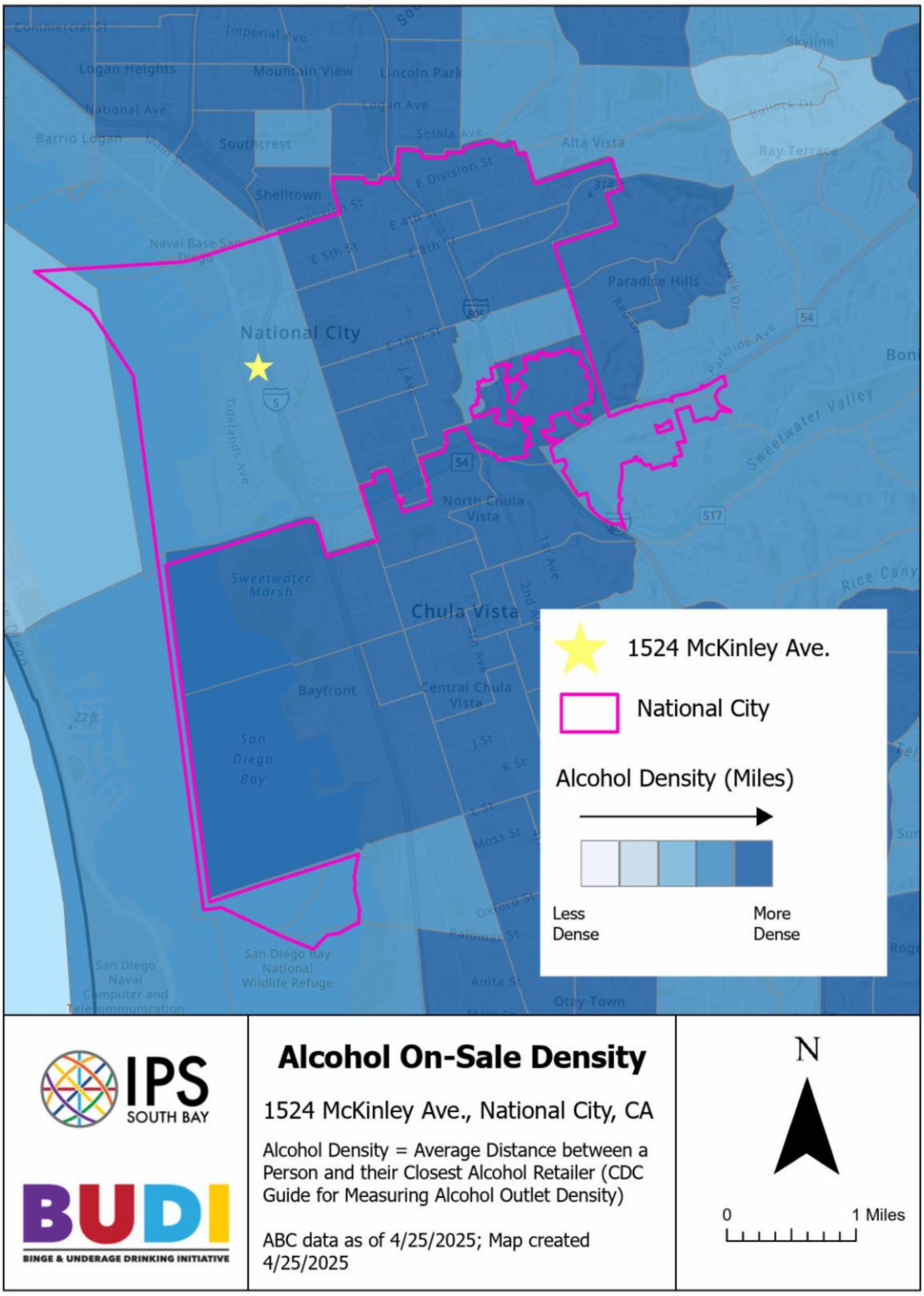
- Lack of parking and large crowds during breakfast hours when the restaurant is currently open (8 a.m. – 2 p.m.)

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer.

IPS has begun utilizing the following scale to more clearly define outlet density.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)

The proposed location is defined as “Very Dense.”


National City
Chula Vista
Sweetwater Marsh
Bayfront
San Diego Bay
Logan Heights
Barrio Logan
Southcrest
Shelltown
Mountain View
Lincoln Park
Alta Vista
Skyline
Bay Terrace
Paradise Hills
Sweetwater Valley
North Chula Vista
Central Chula Vista
Otay Town
1524 McKinley Ave.
National City
Alcohol Density (Miles)
Less Dense
More Dense
IPS SOUTH BAY
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE
Alcohol On-Sale Density
1524 McKinley Ave., National City, CA
Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)
ABC data as of 4/25/2025; Map created 4/25/2025
N
0
1 Miles

Considerations

The following are considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide breakfast, lunch and dinner through 12:00 am.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

April 30, 2025

Dear Resident / Business Owner:

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City by Elena Gallardo *(Doing Business As – La Malquerida By Dolche*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

THURSDAY, MAY 8, 2025
6:00pm to 7:00pm
La Malquerida By Dolche
1524 McKinley Avenue
National City, CA 91950

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions please feel free to contact Marco Cortes at (619) 852-4690 (or at marco@cortescommunications.com).

640 WEST BEECH STREET, STE. 3-B
SAN DIEGO, CA 92101
619-852-4690

May 12, 2025

Sophia Depew
Planning Technician
Community Development Department
City of National City
1243 National City Boulevard
National City, CA 91950

RE: ELENA GALLARDO (DBA – LA MALQUERIDA BY DOLCHE) REPORT FOR COMMUNITY MEETING;

Ms. Depew:

On behalf of Elena Gallardo (DBA – La Malquerida By Dolche), I am submitting a summary of the Community Meeting that was held on Thursday, May 8, 2025 from 6:00pm to 7:00pm at La Malquerida By Dolche located at 1524 McKinley Avenue, National City, CA 91950.

The applicant and I were present and began the meeting at 6:00pm. Unfortunately, nobody attended the meeting and the meeting was adjourned at 7:00pm.

Thank you for your consideration, if I can be of further assistance please feel free to contact me directly at (619) 852-4690.

Kind regards,

Marco Polo Cortes

Marco Polo Cortés
President

From:	Ted Godshalk
To:	Planning Commission
Subject:	Public Comment for Planning Commission item #5 for July 21, 2025 from Mr. Ted Godshalk
Date:	Monday, July 21, 2025 7:43:55 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Public Comment for Planning Commission item #5 for July 21, 2025 from Mr. Ted Godshalk

Commissioners,

The application for a CEQA exemption, a Coastal Development Permit and a Conditional Use Permit for La Malquerida on McKinley Avenue should be denied by this Planning Commission.

The proposed use is located in a census tract (219) that already has 17 liquor sales outlets while only three are recommended. According to the California Department of Alcoholic Beverage Control this is considered **"overconcentrated,"** and as such there are risks to the community.

The property was apparently bought as a speculative venture with the desire to have cannabis and/or alcohol sales as the main revenue generator. **The proposed use is not essential or desirable.** The proof of this is the fact seen in the lack of profitable business activity or a community serving establishment for a long, recent time period.

The addition of alcohol and live entertainment will not add "charm," as claimed in the staff report. **The building is inadequate in shape and size for this kind of business.** The street is a dark and difficult to access area as noted by the National City Police Department. The building has a deficiency of security features including lighting and multiple exits in the case of emergencies. No adjustment of hours or promises from the operator can overcome these findings.

Lastly, I believe you should look ahead and come to the conclusion that this is a conversion of the property to a **BAR** and that alcohol sales and live entertainment will not be incidental to the food service, but instead will become the main attraction. National City may need more small businesses, but this type, in this location, does not serve the greater public needs, and in fact, will likely require more public safety service calls.

Please deny this application.

Thank you,
Ted Godshalk

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A COASTAL DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (LA MALQUERIDA BY DOLCHE) LOCATED AT 1524 MCKINLEY AVENUE IN THE COASTAL ZONE. CASE FILE NO. 2025-12 CUP CDP APN: 557-055-08.

WHEREAS, the City Council of the City of National City considered a Coastal Development Permit and Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (La Malquerida by Dolche) located at 1524 McKinley Avenue. At a duly advertised public hearing held on September 2, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing the City Council considered the staff report contained in Case File No. 2025-12 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised public hearing held on July 21, 2025, at which time the Commission recommended approval of the Conditional Use Permit; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

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

Section 1: That the evidence presented to the City Council at the public hearing held on September 2, 2025, support the following findings:

1. That the site for the proposed use is adequate in size and shape, because there will be no physical change to the existing business as a result of this approval that would expand the current use beyond its current capacity. Alcohol sales and live entertainment would be incidental the primary use of food service.

2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because there will be no physical change to the existing business as a result of this approval that would impact adjacent streets. The proposal involves an existing commercial space and no expansion of the building is proposed.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone and the proposed use will be subject to conditions that limit the sale of alcohol and live entertainment. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the restaurant, a permitted use in the Medium Manufacturing zone, will benefit from the extended sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the restaurant is a permitted use in the Medium Manufacturing zone.

7. Based on findings 1 through 6 above, public convenience and necessity will be served by a proposed use of the property for on-site sales of alcoholic beverages and live entertainment in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

Section 2: That the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at an existing restaurant (La Malquerida by Dolche) located at 1524 McKinley Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-12 CUP CDP, dated 05/06/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.

4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. and 10:00 p.m. daily.
11. Indoor live entertainment shall only be permitted between the hours of 10:00 a.m. to 11:30 p.m. daily.
12. Outdoor live entertainment shall only be permitted between the hours of 10:00 to 10:00 p.m. daily.
13. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
14. Alcohol shall be available only in conjunction with the purchase of food.
15. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
16. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
17. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
18. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
19. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.

20. Outdoor areas, including the front of the building, shall be well lit so as to provide safe pedestrian access and to eliminate dark areas.

21. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

22. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, advertising, or display of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

Section 3: That the City Council herby approves the Coastal Development Permit and Conditional Use Permit for beer and wine sales (ABC Type-41) and live entertainment at an existing restaurant (La Malquerida By Dolche) located at 1524 McKinley Avenue in the Coastal Zone.

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of orginal Resolutions.

PASSED and ADOPTED this 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz.

AGENDA REPORT

Department: **Planning**
Prepared by: **Sophia Depew, Assistant Planner**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Conditional Use Permit (CUP) for On-Site Beer and Wine Sales and Live Entertainment at an Existing Restaurant (Sushi N' Gone) Located at 1539 E 8th Street.

RECOMMENDATION:
Staff Recommends Adoption of the Resolution Entitled: "A Resolution of the City Council of the City of National City, California, Determining that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) Under Class 1 of the CEQA Guidelines Section 15301 (Existing Facilities) and Approving a Conditional Use Permit for Beer and Wine Sales (ABC Type-41) and Live Entertainment at an Existing Restaurant (Sushi N' Gone) Located at 1539 East 8th Street. Case File No. 2025-11 CUP, APN: 557-102-19."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On July 21, 2025, the Planning Commission recommended approval of the CUP by a unanimous vote of those present. The motion recommended approval of the item with modified conditions of approval related to hours of operation:

The sale of alcoholic beverages shall only be permitted between the hours of 10:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 11:00 p.m. Saturday through Sunday.

The City Council reviewed the Planning Commission Notice of Decision at the Council meeting of August 19, 2025 and voted to hold the item for a public hearing.

EXPLANATION:

Executive Summary
The operator of Sushi N' Gone restaurant has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 8:00 a.m. to midnight daily. The applicant is also requesting live entertainment from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

Planning Commission Action
The Planning Commission held a public hearing on July 21, 2025. No public comments were provided for the item. Ultimately, the Planning Commission recommended approval of the CUP with modified conditions by unanimous vote of those members present (five). One commissioner was absent.

The motion recommended approval of the item with modified conditions of approval related to hours of operation: The sale of alcoholic beverages shall only be permitted between the hours of 10:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 11:00 p.m. Saturday through Sunday.

Site Characteristics

Sushi N' Gone is a 2,445 square-foot restaurant located on the northwest corner of East 8th Street and Palm Avenue within the Major Mixed-Use Corridor (MXC-2) zone. The restaurant is the only structure on the 12,150 square foot corner lot. Surrounding the restaurant is a mix of commercial and residential uses. The properties directly abutting the restaurant are commercial offices and retail suites. The closest residences are located northwest of the property but are separated by a substantial grade change.

The restaurant dining area is located on the south side of restaurant, closest to East 8th Street, while the kitchen and restrooms are located on the north side of the building, closest to the neighboring homes. The dining area has 52 seats and a small area dedicated for live entertainment on the southwest corner of the building, closest to the street. Additionally, there are no windows or doors near the proposed live entertainment area.

Proposed Use

The applicant is proposing beer and wine sales (ABC Type-41) and live entertainment at the restaurant. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. Proposed hours for live entertainment are from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales and live entertainment with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the City.

Hours of Operation for Alcohol Sales

Sushi N' Gone is proposing to sell beer and wine from 8:00 a.m. to midnight daily. They are also proposing live entertainment (DJs, bands, guitarist, etc.) from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.

The site, previously known as KeBURROS, had an approved CUP in 2021 to sell beer and wine from 7:00 a.m. to 12:00 a.m. daily. While the use was discontinued, the previously approved hours exceed the hours proposed by the current business. However, the previous CUP did not include live entertainment.

Restaurants with on-site alcohol sales and live entertainment have been approved with varying hours throughout the City. Most recently, Mariscos El Tiburon (543 Highland Avenue) was approved for alcohol sales from 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 11:00 p.m. Friday & Saturday and live entertainment from 4:00 p.m. to 10:00 p.m. Friday & Saturday and 4:00 p.m. to 9:00 p.m. Sunday. This business was located in closer proximity to residential units than subject restaurant, Sushi N' Gone.

In 2024, Mariscos La Capital was approved for alcohol sales from 8:00 a.m. to 11:30 p.m. daily, although the restaurant did not include live entertainment. In 2023, Friends of Friends (127 E 8th St,) was approved for on-site alcohol sales from 6:00 a.m. to 1:00 a.m. and live entertainment from 12:00 p.m. to 10:00 p.m. Sunday to Thursday and 12:00 p.m. to 11:30 p.m. Friday and Saturday. Similarly, in 2022, Market on 8th was approved for on-site alcohol sales until 1:00 a.m. daily and live entertainment until 11:30 p.m. on weekends.

Based on the recently approved hours for restaurants with alcohol sales and live entertainment and the location of the restaurant, staff is amenable to the hours proposed by the applicant. The Planning Commission found, however, that the shorter hours were more appropriate for this location. Proposed hours for alcohol sales are from 8:00 a.m. to midnight daily. Proposed hours

for live entertainment are from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday. These hours are consistent with previous approvals. It should be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Concerns related to live entertainment usually involve noise impacts to surrounding non-commercial uses. While the subject property is separated by a grade change to the residential properties, conditions are included to address noise. Conditions include requiring doors and windows to remain closed during inside live entertainment activities, as well as compliance with the limitations contained in Title 12 (Noise) of the Municipal Code.

Mailing

All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 341 occupants and owners. No public comment has been received as of the writing this report.

Community Meeting

Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Wednesday, May 7th, 2025 at 6:00 p.m. at the subject restaurant. The meeting advertisement is attached (Exhibit H); No community members attended the meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 feet of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately 50% of its floor area devoted to seating.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are two on-site licenses in census tract 118.02, where a maximum of nine are recommended. Therefore, the census tract is not considered to be over concentrated by ABC with regard to on-site alcohol sales outlets. Even with the addition of another license, the tract is well below the recommended number. Census Tract 118.02 is the area from East 8th Street north to the City boundary and from Highland Avenue east to Palm Avenue.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low-Risk category (Low Risk is considered 12 points or less). The Risk Assessment is included as Exhibit F

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person Responsible Beverage Sales and Service training from an ABC-authorized provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide lunch and dinner through 12:00 a.m. daily.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Exhibit G. Conditions of approval are included that restrict the hours of alcohol sales and live entertainment.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales and live entertainment are allowable within Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales and live entertainment, as discussed in the staff report. The use is incidental to the existing restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales and live entertainment are permitted uses, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales and live entertainment is consistent with the Major Mixed-Use Corridor zone land use designation and the Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limits the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb nearby residential uses.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building, and the use is similar to other commercial uses in the area, which are permitted in Major Mixed-Use Corridor zone.

6. Public Convenience and Necessity: The restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol and live entertainment by providing for a wider diversity of businesses that add character to the area.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.). Conditions related to live entertainment have also been included.

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption and live entertainment being conditionally-allowed uses in Major Mixed-Use Corridor zone; alcohol sales and live entertainment will be accessory to the existing restaurant use in an established commercial area; beer and wine will only be available with the sale of food; the census tract in which the restaurant is located is not considered over-concentrated with regard to on-sale alcohol licenses; and the Police Department has classified the establishment as Low Risk.

Options

1. Approve 2025-11 CUP subject to the conditions included in the Resolution and based on the findings included in the Resolution, or findings to be determined by the City Council; or,

2. Deny 2025-11 CUP based on the attached findings, or findings to be determined by the City Council; or,

3. Continue the item to a specific date in order to obtain additional information.

FINANCIAL STATEMENT:

An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Existing Facilities. CCR 15301(c).

PUBLIC NOTIFICATION:

The Agenda Report was posted 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 – Planning Commission Resolution 2025-06
Exhibit B – Overhead
Exhibit C – Applicants Plans
Exhibit D – Public Hearing Notice
Exhibit E – Census Tract & Police Beat Maps
Exhibit F – Police Department Risk Assessment
Exhibit G – IPS Comments
Exhibit H – Community Meeting Information
Exhibit I – Draft Council Resolution

RESOLUTION NO. 2025-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET.
CASE FILE NO. 2025-11 CUP
APN: 557-102-19

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. At a duly advertised public hearing held on July 21, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2025-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 21, 2025, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales and live entertainment are allowable within the Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales and live entertainment, as discussed in the staff report. It is incidental to the existing restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales and live entertainment, subject to a CUP, which is consistent with the General Plan. In addition, a restaurant with alcohol sales and live entertainment is consistent with the Major

Mixed-Use Corridor zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed uses would be incidental to the primary use of food service.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for live entertainment and the on-site sales of alcoholic beverages in accordance with applicable law and the

recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-11 CUP, dated 05/06/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be

made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 10:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 11:00 p.m. Saturday through Sunday.
10. Live entertainment shall only be permitted between the hours of 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.
11. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
12. Alcohol shall be available only in conjunction with the purchase of food.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
15. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
16. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
17. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.

18. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

19. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 21, 2025, by the following vote:

AYES: QUINONES, SANCHEZ, MILLER, CASTLE, ARMENTA.

NAYS: NONE.

ABSENT: VALENZUELA.

ABSTAIN: NONE.

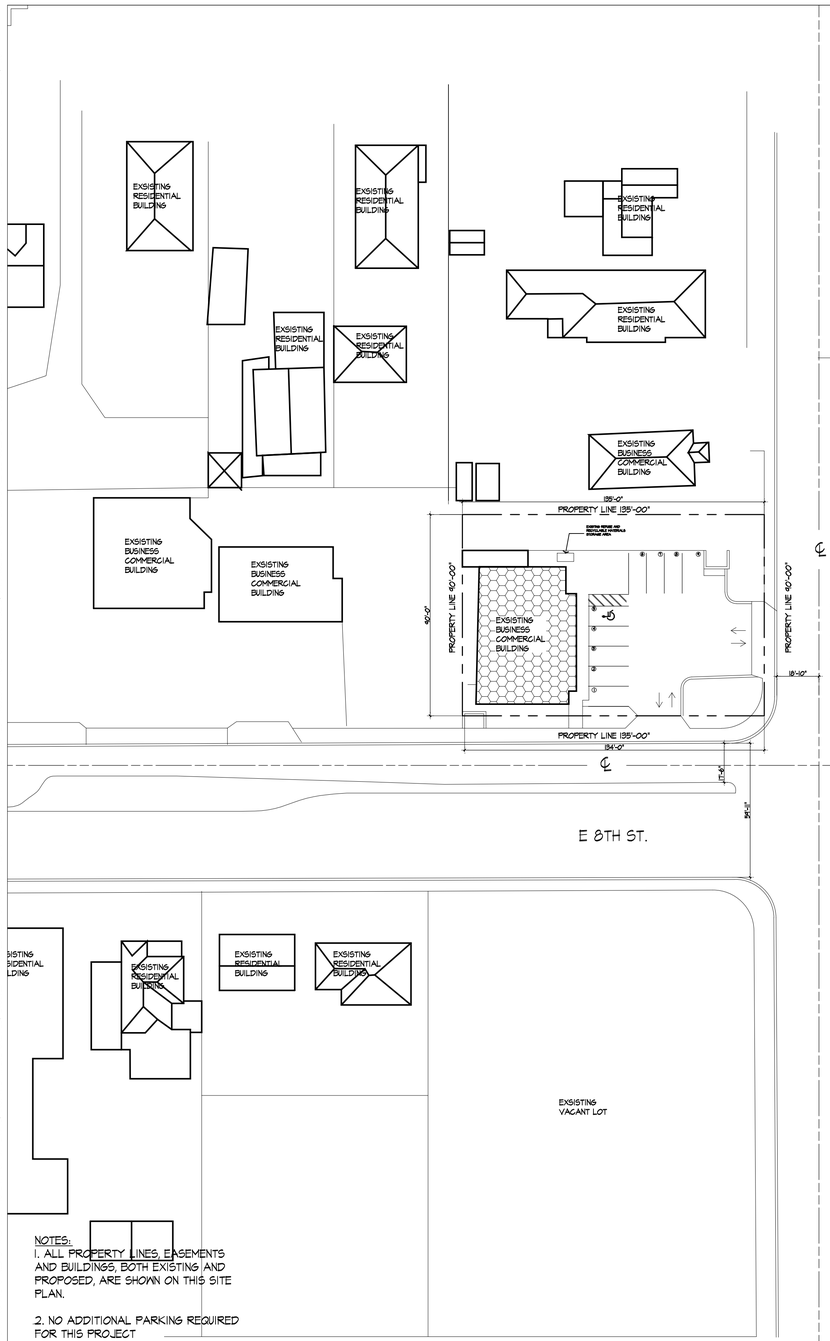
CHAIRPERSON

2025-11 CUP – 1539 E 8th Street – Overhead



N

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WHERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.

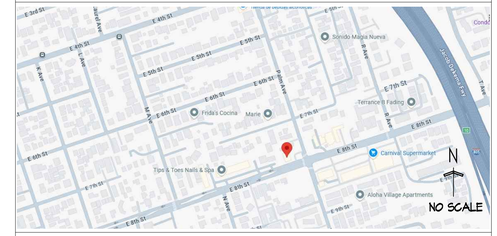


SITE PLAN .-

scale: 1/32" = 1'-0"

N.

VICINITY MAP



SCOPE OF WORK

CONDITIONAL USE PERMIT FOR A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TYPE 41 LICENSE

DEVELOPMENT SUMMARY

ASSESSOR'S PARCEL NUMBER:
557-102-19-00

ADDRESS:
1539 E 8TH STREET,
NATINAL CITY CA CA 91950

LEGAL DESCRIPTION:
TR 166 QSEC 131*LOT 2*FOR OF

USE TYPE
RESTAURANT

ZONE:MXC-2

RESTAURANT AREA:
2,445 SQ. FT.

LOT AREA: 12,153 SQFT

PROJECT NUMBER
TBD

PROPERTY OWNER:

888 W E ST #3702
SAN DIEGO CA 92101

APPLICANT:
SUSHI N' GONE INC

CONTACT PERSON:
Marco Polo Cortes
MP PERMITS, INC.
640 West Beach Street, Ste. 3-B
San Diego, CA 92101
(619) 852-4640
marco@cortescommunication

INDEX

T-01 TITLE SHEET
A1-01 FLOOR PLAN
A3-01 WINDOW AND DOOR SCHEDULE

BUILDING CODE DATA

THIS PROJECT MUST COMPLY WITH:

2023 CALIFORNIA BUILDING CODE
2023 EDITION OF CALIFORNIA RESIDENTIAL CODE
2023 EDITION OF CALIFORNIA PLUMBING CODE
2023 EDITION OF CALIFORNIA ELECTRICAL CODE

LEGEND

	EXISTING WALL
(1-2)	INDICATES DOOR PER SCHEDULE SHEET A3-01
(A)	INDICATES WINDOW PER SCHEDULE SHEET A3-01

CITY TITLE BLOCK

CITY OF SAN DIEGO

PERMIT NO.____

APPLICANT NAME: SUSHI N' GONE INC
ASSESSOR PARCEL NO(S): 557-102-19-00

REQUEST: CONDITIONAL USE PERMIT
PC RESOLUTION No. _____
CC RESOLUTION No. _____
ORDINANCE No._____

APPROVED BY:
_____
DATE:_____

1539 E 8TH ST

1539 E 8TH ST
NATIONAL CITY, CA. 91950

PROJECT NUMBER
TBD

PLAN FILE NUMBER_
A_____

DATE_
03.19.2025

JOB NUMBER_

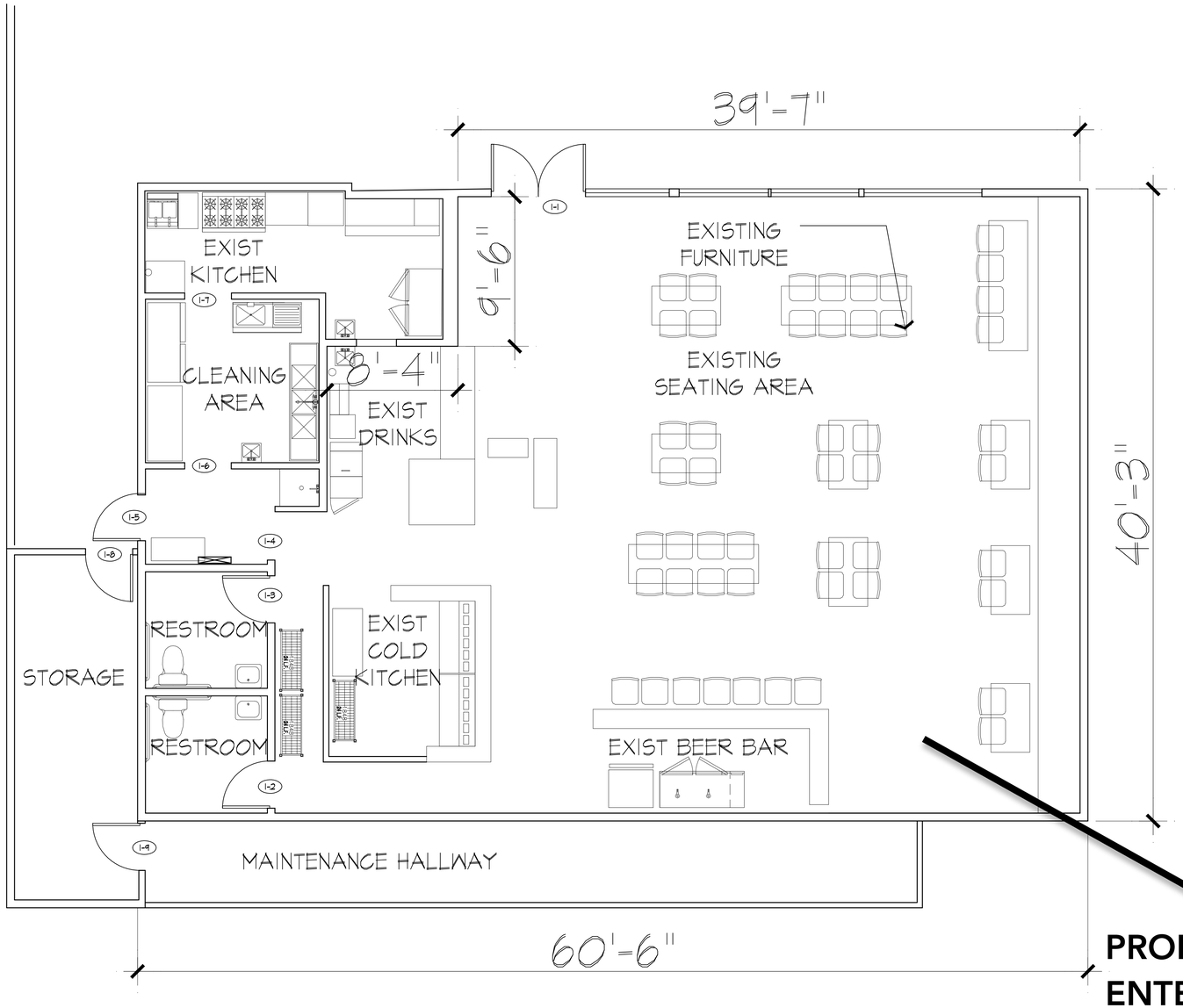
DRAWN BY_
MARIMAR

REVISIONS_

SHEET NAME + No._
TITLE SHEET

T-01

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WHERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.



NOTES:
1. ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

2. NO ADDITIONAL PARKING REQUIRED FOR THIS PROJECT

3. ALL SHOWN PARKING IS EXISTING LEVEL PAVED PARKING

4. THERE WERE NO CHANGES TO THE FLOOR PLAN

5.ALL EXISTING WATER SERVICES AND SEWER LATERALS ARE EXISTING AND TO BE REMIANED

EXISTING FLOOR PLAN .-

scale: 1/4" = 1'-0"

N.

1539 E 8TH ST
1539 E 8TH ST
NATIONAL CITY, CA. 91950

PROJECT NUMBER
TBD

PLAN FILE NUMBER_
A_____

DATE_
03.19.2025

JOB NUMBER_

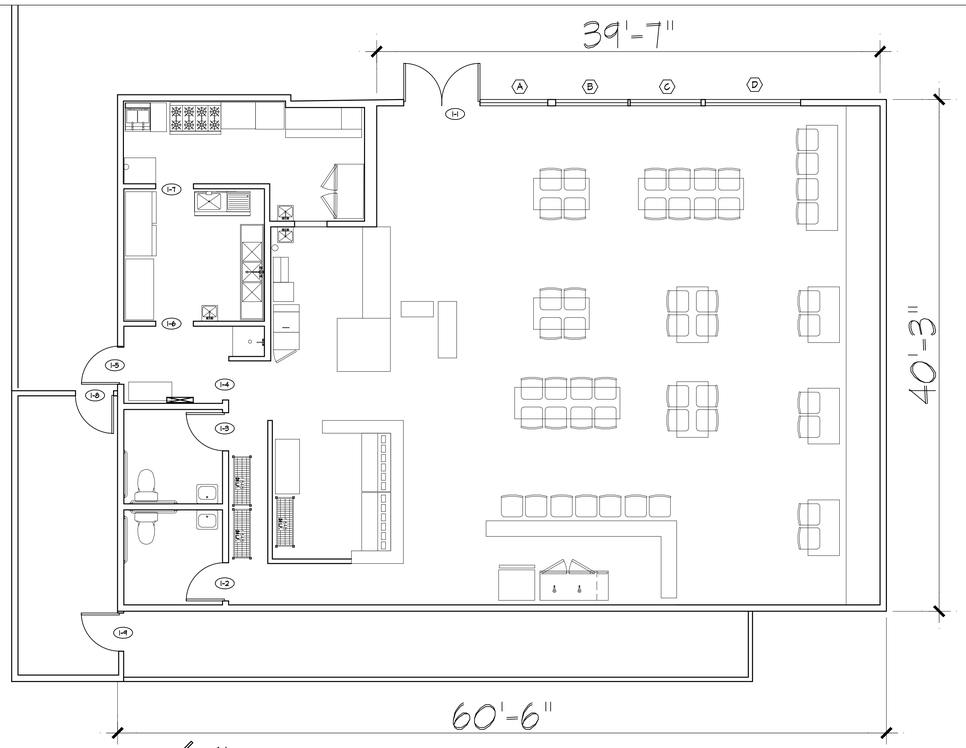
DRAWN BY_
MARIMAR

REVISIONS_

SHEET NAME + No._
FLOOR PLAN

A1-01

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF MPPERMITS, INC. AND WHERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MP PERMITS, INC.



FLOOR PLAN .-

scale: 1/8" = 1'-0"

NOTES:
1. THERE WILL BE NO CHANGES TO THE FLOOR PLAN AND WALLS

2. ALL DOORS AND WINDOWS ARE EXISTING AND TO REMAIN

LEGEND

1-2 INDICATES DOOR

A INDICATES WINDOW

GENERAL NOTES

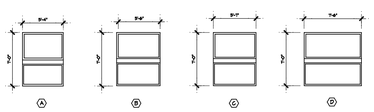
1. CONTRACTOR SHALL VERIFY EXISTING JOB SITE MATERIALS, DIMENSIONS AND CONDITIONS OF ALL AREAS AFFECTED BY THE PROJECT PRIOR TO COMMENCING THE WORK.
2. CONTRACTOR SHALL VERIFY THE SIZES OF ALL WINDOWS AND DOORS
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY APPROVALS FROM ALL UTILITY COMPANIES PRIOR TO MODIFICATION. THE CONTRACTOR SHALL SCHEDULE SHUT DOWNS & OBTAIN WRITTEN APPROVAL FROM THE OWNER OF ALL WORK RELATED TO THE SYSTEMS IN ADVANCE OF CONSTRUCTION.
4. SHOULD ANY CONDITION ARISE WHERE THE INTENT OF THE DRAWINGS IS IN DOUBT, WHERE THERE IS A DISCREPANCY OR APPEARS TO BE AN ERROR ON THE DRAWINGS OR SPECIFICATIONS OR WHERE THERE IS A CONFLICT BETWEEN THE DRAWINGS AND THE ACTUAL FIELD CONDITIONS, THE OWNER'S AGENT SHALL BE NOTIFIED AS SOON AS REASONABLY POSSIBLE AND BEFORE ANY WORK IS STARTED FOR PROCEDURES TO BE FOLLOWED.
5. CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES TO OWNER'S PROPERTY AS A RESULT OF NEGLIGENCE.
6. DIMENSIONS & NOTATIONS SHALL TAKE PRECEDENCE OVER SCALE.
7. BRACING AND TEMPORARY SUPPORT SHALL BE PROVIDED AS REQUIRED TO HOLD THE WORK SEGURELY IN PLACE AND TO SUSTAIN ALL LOADS INCLUDING THOSE THAT MAY OCCUR DURING ERECTION AND UNTIL SUBSEQUENT CONSTRUCTION IS ADEQUATE TO REPLACE THE TEMPORARY BRACING. THE DESIGN ADEQUACY AND SAFETY OF ERECTION BACING, SHORING, TEMPORARY SUPPORTS AND SCAFFOLDING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. CUTOUTS FOR MECHANICAL AND ELECTRICAL ITEMS SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT STANDARD ESCUTCHEON PLATES, COVERS, ETC. WILL ADEQUATELY COVER ROUGH OPENINGS. OVERSIZED OPENINGS SHALL BE REPAIRED TO MATCH ADJACENT EXISTING FINISHED SURFACES.
9. CONTRACTOR SHALL VERIFY THE SIZE AND LOCATION OF ALL UTILITY LINES TO THE BUILDING AS SHOWN ON THE PLANS.
10. AS A CONVENIENCE TO THE OWNER, THE DESIGNER MAY INCLUDE DOCUMENTS PREPARED BY OTHER CONSULTANTS OR INCORPORATE RECOMENDATIONS OF SAID CONSULTANTS WITH THE EXPRESS UNDERSTANDING THAT THE DESIGNER ASSUMES NO LIABILITY FOR SUCH INFORMATION.
11. DIMENSIONS ARE TO FACE OF STUD, CONCRETE, CONCRETE BLOCK OR CENTERLINE OF STRUCTURAL COLUMNS UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL VERIFY WITH ARCHITECT THE EXACT DIMENSIONS OF RADIUS ON ALL NEW CURVED WALLS PRIOR TO CONSTRUCTION.
13. AT EXISTING CONSTRUCTION, FILL OPENINGS AND REPAIR AND REFINISH ALL EXPOSED FLOOR, WALL, CEILING AND EXTERIOR SURFACES DAMAGED BY DEMOLITION, INCLUDING REMOVAL OF MECHANICAL AND ELECTRICAL EQUIPMENT.
14. DAMAGE BY THE CONTRACTOR, TO FINISHES, MATERIALS, EQUIPMENT, ETC, WHICH IS NOT PART OF THE CONTRACT WORK SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
15. ALL COUNTERTOPS WILL BE 34" IN HEIGHT MAXIMM UNLESS OTHERWISE SPECIFIED ON PLANS, SECTIONS OR INTERIOR ELEVATIONS.
16. ALL ELECTRICAL WORK IS TO BE INSTALLED PER THE MOST REGENTLY ADOPTED N.E.C.
17. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIALS SHALL NOT BE USED IN THESE BUILDING.
18. ROOF DRAINAGE WATER FROM A BUILDING SHALL NOT BE PERMITTED TO FLOW OVER PUBLIC PROPERTY.

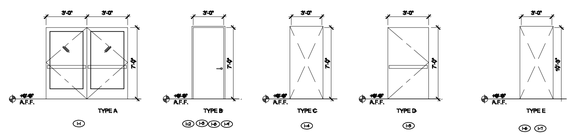
WINDOW SCHEDULE

WINDOW NO.	W	H
A	5'-04"	7'-00"
B	5'-06"	7'-00"
C	5'-07"	7'-00"
D	7'-06"	7'-00"

DOOR SCHEDULE

DOOR NO.	W	H	MATERIAL
1-1	6'-00"	7'-00"	STEEL WITH GLASS DOUBLE DOOR
1-2	3'-00"	7'-00"	WOOD
1-3	3'-00"	7'-00"	WOOD
1-4	3'-00"	7'-00"	OPENING
1-5	3'-00"	7'-00"	EMERGENCY STEEL DOOR
1-6	10'-03"	7'-00"	OPENING
1-7	10'-03"	7'-00"	OPENING
1-8	3'-00"	7'-00"	WOOD
1-9	3'-00"	7'-00"	WOOD





WINDOWS & DOORS SCHEDULE.-

scale: NO SCALE

1023-1027 UNIVERSITY AVE.
1023-1027 UNIVERSITY AVENUE
SAN DIEGO, CA. 92103

PROJECT NUMBER
PRJ-1131226

PLAN FILE NUMBER
A_____

DATE
03.19.2025

JOB NUMBER

DRAWN BY
MARIMAR

REVISIONS

SHEET NAME + No.
WINDOW AND DOOR SCHEDULE

A3-01

CITY OF NATIONAL CITY
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, September 2, 2025**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

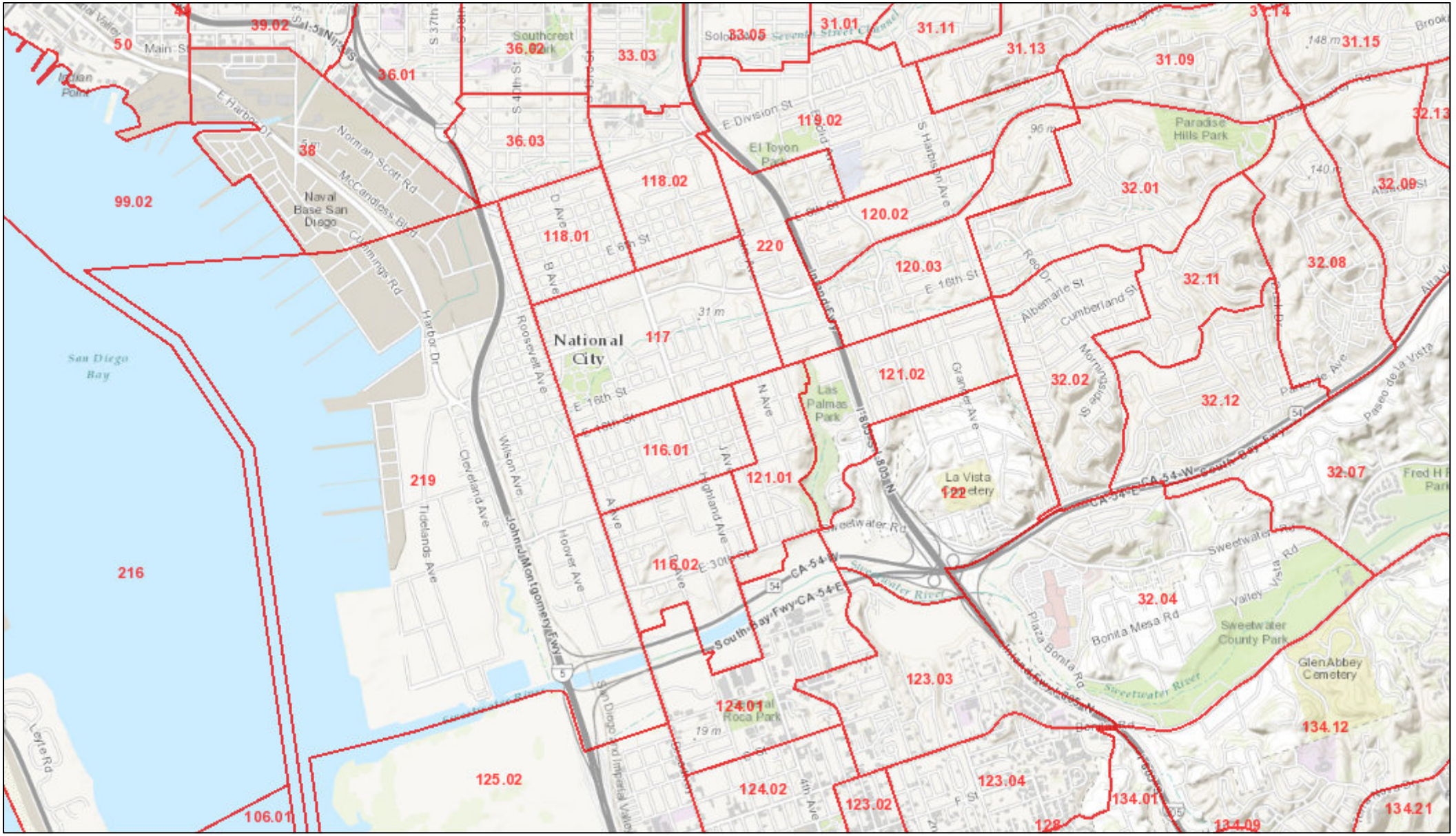
DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR ON-SITE CONSUMPTION (ABC TYPE-41 LICENSE) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET.
CASE FILE NO.: 2025-11 CUP
APN: 557-102-19

The Planning Commission conducted a Public Hearing at their meeting of July 21, 2025 and voted to recommend approval to the City Council of the Conditional Use Permit, by a vote of 5 to 0, with one member absent. The applicant is proposing to sell on-site beer and wine (ABC Type 41) in conjunction with food sales at the existing restaurant. The restaurant is proposing alcohol sales from 8:00 a.m. to midnight daily. Additionally, the applicant is requesting live entertainment from 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday. A determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities) will also be considered.

Anyone interested in this matter may appear at the above time and place and be heard. The City Council will also accept written public comments regarding this matter. **Written comments or testimony from the public must be submitted via e-mail to publiccomment@nationalcityca.gov by 2:00 P.M. on the day of the City Council Meeting**. For information on registering to provide public comment via Zoom please visit the City Clerk's webpage at https://www.nationalcityca.gov/government/city-clerk/public-comments

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice via e-mail, or through written correspondence delivered to the undersigned prior to the Public Hearing.

Shelley Chapel, MMC, City Clerk
Published in the Star News: Friday, August 22, 2025



August 25, 2014

CensusTracts 2010

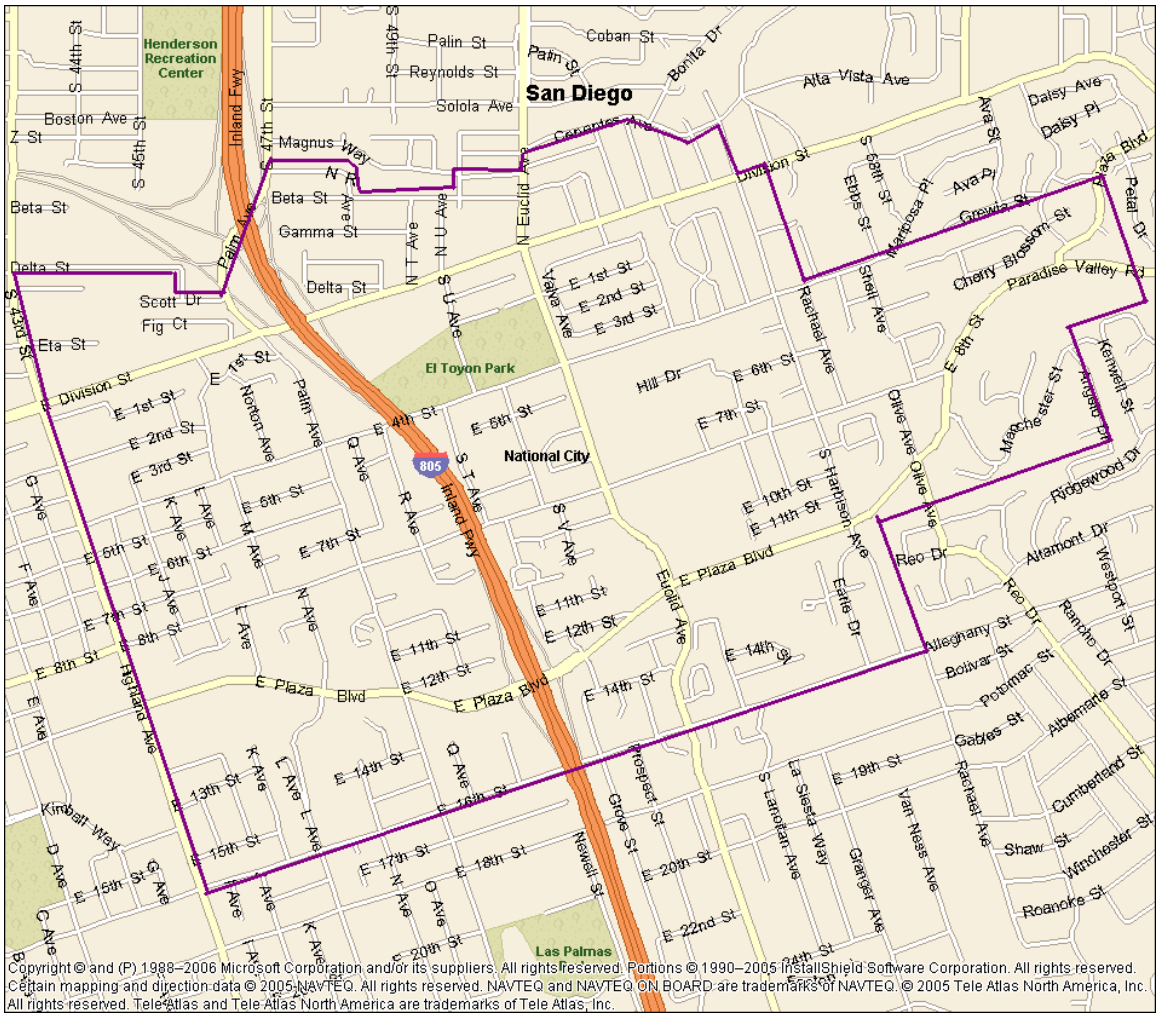
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5



City of National City
Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 04/17/25

BUSINESS NAME: Sushi N Gone Inc

ADDRESS: 1539 E. 8th Street, National City, CA 91950

OWNER NAME: Paolo Didier Maroales Lopez DOB: 08/24/84

OWNER ADDRESS: 418 Oaklawn Avenue #B, Chula Vista, CA 91910

(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✔ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- ✔ Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- ✔ Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- ✔ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

Census Tract 118.02

There are (9) on sale licenses authorized in tract 118.02

There is (2) active on sale licenses in tract 118.02

There are (4) off sale licenses authorized in tract 118.02

There are (5) active off sale licenses in tract 118.02

VI. Calls for Service at Location (for previous 6 months)

- ✔ Below (1 pt)
  Average (2 pts)
  Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

  Mostly commercial businesses (1 pt)
- ✔ Some businesses, some residential (2 pts)
  Mostly residential (3 pts)

VIII. Owner(s) records check

- ✔ No criminal incidents (0 pts)
  Minor criminal incidents (2 pts)
  Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 12

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assesses at a low risk and is deserving of such a rating.
A cause for concern would be the nightly live entertainment while located within a
mixed residential and commercial area.

Completed by: Camacho Badge ID: 449

Revised: 8/16

Environmental Scan
Conditional Use Permit (CUP) for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant

1539 E 8th Street, National City, CA 91950
Conducted: April 22, 2025



Photo of the proposed location

An environmental scan was conducted at 1:30 p.m. on Tuesday, April 22, 2025, for alcohol sales (Beer & Wine) and live entertainment at an existing restaurant. The location is on the corner of East 8th Street and Palm Avenue, with a Shell gas station to the east, a vacant lot to the south, a residential area to the north, a strip mall to the west and another strip mall to the northeast. The business was closed at the time the environmental scan was conducted.

Proposed hours
Live Entertainment: 11 a.m. to 10 p.m. Sunday through Thursday, and 11 a.m. to 11 p.m. Friday and Saturday
Alcohol Sales: 8 a.m. to 12 a.m. daily

During a scan of the business and premises, the following was noted:

- Apartments immediately to the south of the vacant lot nearest the restaurant.
- The restaurant is located at the bottom of a small hill with an immigration and tax service business at the top of the hill.
- Small parking lot to the front of the restaurant.

Youth Sensitive Areas/Other Vulnerable Locations

Rancho de la Nacion School and El Toyon School, each approximately 2,600 feet away, are the closest ones to this location.

Churches

International Church of Praise (approximately 528 feet away) is the closest one to this location.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or applicant or incidents in the area have occurred that would discourage allowing live entertainment and alcohol sales.

Online Reviews

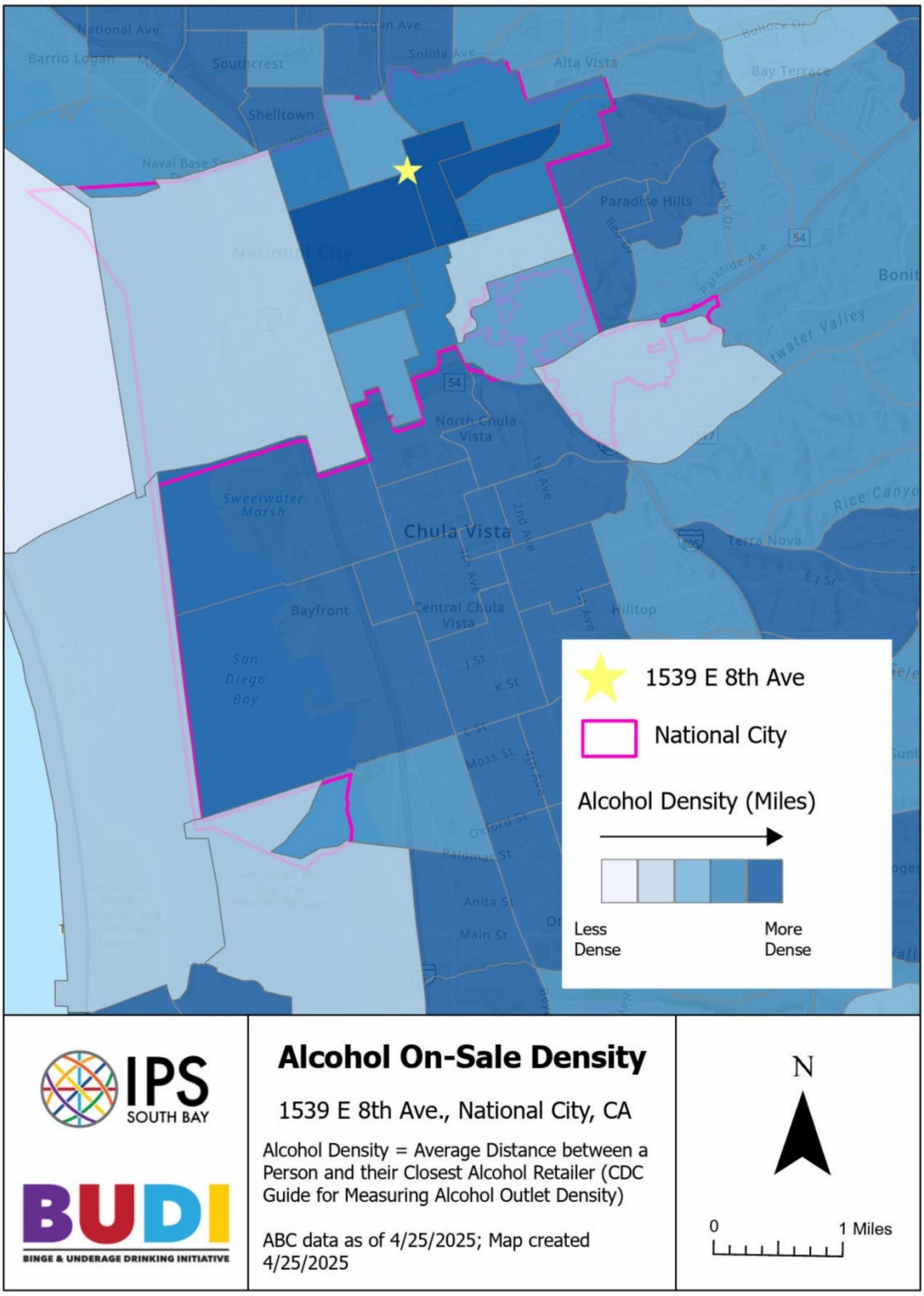
- Limited parking, small lot.
- From the outside is sketchy, but walking in the place looks clean. (5 months ago)
- Family friendly though they do serve beer (1 year ago)
- Customers commented on live music (7 months ago)
- Video of a band playing at the location was found on restaurant's Facebook page
- Concerned for my safety and security (1 year ago)

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The mean distance of a person to their average on-sale license in National City is 0.32 miles. The median is 0.25 miles.

IPS has begun utilizing the following scale to more clearly define outlet density.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)

The proposed location is defined as "Extremely Dense." Within the census tract that where 1539 E 8th Ave is located, the density is 0.27 miles, which is more dense than the average for National City.


1539 E 8th Ave
National City
Alcohol Density (Miles)
Less Dense
More Dense
Alcohol On-Sale Density
1539 E 8th Ave., National City, CA
Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)
ABC data as of 4/25/2025; Map created 4/25/2025
N
0
1 Miles
IPS SOUTH BAY
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE

Considerations

The following are considerations:

1. Require that staff and management attend an in-person LEAD training or an in-person RBS training from an ABC-authorized training provider. In-person trainings offer interactive and hands-on learning which are recommended over online trainings.
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide lunch and dinner through 12:00 am.
3. Require that the establishment must submit receipts as evidence of food sales offered along with alcohol before annual renewal of license.

April 30, 2025

Dear Resident / Business Owner:

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City by Sushi N Gone Inc. *(Doing Business As – Sushi N Gone*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

WEDNESDAY, MAY 7, 2025
6:00pm to 7:00pm
SUSHI N GONE
1539 East 8th Street
National City, CA 91950

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions please feel free to contact Marco Cortes at (619) 852-4690 (or at marco@cortescommunications.com).

640 WEST BEECH STREET, STE. 3-B
SAN DIEGO, CA 92101
619-852-4690

May 12, 2025

Sophia Depew
Planning Technician
Community Development Department
City of National City
1243 National City Boulevard
National City, CA 91950

RE: SUSHI N' GONE INC. (DBA – SUSHI N' GONE) REPORT FOR COMMUNITY MEETING;

Ms. Depew:

On behalf of Sushi N' Gone Inc. (DBA – SUSHI N' GONE), I am submitting a summary of the Community Meeting that was held on Wednesday, May 7, 2025 from 6:00pm to 7:00pm at Sushi N' Gone located at 1539 East 8th Street, National City, CA 91950.

The applicant and I were present and began the meeting at 6:00pm. Unfortunately, nobody attended the meeting and the meeting was adjourned at 7:00pm.

Thank you for your consideration, if I can be of further assistance please feel free to contact me directly at (619) 852-4690.

Kind regards,

Marco Polo Cortes
Marco Polo Cortés
President

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND APPROVING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT AN EXISTING RESTAURANT (SUSHI N' GONE) LOCATED AT 1539 EAST 8TH STREET.
CASE FILE NO. 2025-11 CUP
APN: 557-102-19

WHEREAS, the City Council of the City of National City considered a Conditional Use Permit on-site beer and wine sales and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. At a duly advertised public hearing held on September 2, 2025, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing the City Council considered the staff report contained in Case File No. 2025-11 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised public hearing held on July 21, 2025, at which time the Commission recommended approval of the Conditional Use Permit; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

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

Section 1: That the evidence presented to the City Council at the public hearing held on September 2, 2025, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because alcohol sales and live entertainment are allowable within the Major Mixed-Use Corridor zone, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales and live entertainment, as discussed in the staff report. It is incidental to the existing restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales and live entertainment, subject to a CUP, which is consistent with the General Plan. In addition, a restaurant with alcohol sales and live entertainment is consistent with the Major Mixed-Use Corridor zone land use designation contained in the Land Use Code and General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because no expansion of the building is proposed. The proposed uses would be incidental to the primary use of food service.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live entertainment will be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building and the use is similar to other commercial uses in the area, which are permitted in the Major Mixed-Use Corridor zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in the Major Mixed-Use Corridor zone, will benefit from the sale of alcohol and live entertainment by providing for a wider diversity of businesses that add charm to the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for live entertainment and the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

Section 2: That the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-11 CUP, dated 05/06/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this

permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

Planning

8. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 10:00 a.m. to 10:00 p.m. Monday through Friday and 8:00 a.m. to 11:00 p.m. Saturday through Sunday.
11. Live entertainment shall only be permitted between the hours of 11:00 a.m. to 10:00 p.m. Sunday through Thursday and from 11:00 a.m. to 11:00 p.m. Friday through Saturday.
12. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
13. Alcohol shall be available only in conjunction with the purchase of food.

14. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
15. Live entertainment shall be conducted as an accessory use to the restaurant for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the restaurant.
16. All entry and exit doors, including windows, shall remain closed during inside live entertainment activities.
17. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
18. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division.
19. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

20. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, advertising, or display of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

Section 3: That the City Council herby approves the Conditional Use Permit for beer and wine sales (ABC Type-41) and live entertainment at an existing restaurant (Sushi N' Gone) located at 1539 E 8th Street.

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of orginal Resolutions.

PASSED and ADOPTED this 2nd day of September, 2025.

_____
Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz.
City Attorney

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Alicia Hicks, Human Resources Director**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Memorandum of Understanding (MOU) Between the City of National City and the National City Municipal Employees' Association (NCMEA)

RECOMMENDATION:
Adopt the Resolution Entitled: Resolution of the City Council of the City of National City, California, Approving the Memorandum of Understanding Between the City of National City and the National City Municipal Employees' Association and Authorizing the Establishment of a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $848,151.00 Spread Across Multiple Departments and Funds to Fund Salary and Benefit Increases.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The labor agreement between the City of National City and the NCMEA expired on June 30, 2025. The City and NCMEA entered into negotiations in the Spring of 2025 to establish a successor MOU. Both parties engaged in good faith bargaining over wages, benefits and working conditions for represented classifications. On August 13, 2025, the NCMEA membership voted to ratify the terms of a three-year agreement, from July 1, 2025 through June 30, 2028, as set forth by the negotiating teams. Attached is a complete summary of the terms of the agreement that have been modified from the previous Memorandum of Understanding.

FINANCIAL STATEMENT:
The projected Citywide financial impact of the three-year contract with NCMEA is approximately $3.08 million of additional labor costs of which, $848,151, will impact the City's current Fiscal Year 2025-2026, operating and capital budget. Staff requests a Citywide increase in appropriations of $848,151 for the Fiscal Year 2025-2026, operating and capital budget as show in Exhibit E.

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 - Resolution
Exhibit B - Summary of Key NCMEA MOU Changes
Exhibit C - NCMEA Memorandum of Understanding
Exhibit D - NCMEA Salary Schedule Effective July 8, 2025
Exhibit E - FY 2025-2026 Increase in Budget Appropriations

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION AND AUTHORIZING THE ESTABLISHMENT OF A FISCAL YEAR 2025-2026 BUDGET APPROPRIATION IN THE AMOUNT OF $848,151.00 SPREAD ACROSS MULTIPLE DEPARTMENTS AND FUNDS TO FUND SALARY AND BENEFIT INCREASES.

WHEREAS, on February 1, 2022, the City Council of the City of National City ("City") approved a Memorandum of Understanding ("MOU") with the National City Municipal Employees' Association ("MEA") for the period of July 1, 2022 to December 31, 2024; and

WHEREAS, subsequently, on December 3, 2024, the City Council approved a Side Letter Agreement with MEA extending the MOU six (6) months to June 30, 2025 to allow additional time to negotiate a successor agreement to the MOU; and

WHEREAS, City and MEA representatives met and conferred in good faith and have come to an agreement on a successor agreement to the MOU; and

WHEREAS, on August 13, 2025, the MEA membership voted to ratify the terms of a three (3) year agreement, from July 1, 2025 to June 30, 2028.

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

Section 1: That the City Council hereby approves the Memorandum of Understanding between the City of National City and the National City Municipal Employees' Association for a term of three years, from July 1, 2025 to June 30, 2028. The Memorandum of Understanding is attached to the Agenda Report as Exhibit C.

Section 2: That the City Council hereby authorizes the City Manager to execute said Memorandum of Understanding.

Section 3: That the City Council hereby authorizes the establishment of Fiscal Year 2025-2026 budget appropriations in the amount of $848,151.00 spread across multiple departments and funds totaling to fund salary and benefit increases.

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 2nd day of September, 2025.

_____

Ron Morrison, Mayor

ATTEST:

_____

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____

Barry J. Schultz, City Attorney

SUMMARY OF KEY NCMEA MOU CHANGES

Term: July 1, 2025-June 30, 2028 (Changes effective July 2025 unless otherwise indicated)

Wages	Increase base salary for all classifications below the market median to the market median effective in July 2025 5% in July 2026 5% in July 2027
Holidays	Add 1 floating holiday per year for FT and Career PT employees Add single 5 hour floating holiday per year for PT Temporary employees (Prorated based on hire date) Set holiday furlough dates for the term of the MOU Expand OT pay for working during furlough to all employees that have to work during furlough
Court Leave	Expand Court pay to all FT and Career PT employees required to appear in court as part of their job responsibilities
Overtime	Increase Compensatory Time Off cap to 200 hours
Education Expenses	Increase annual cap for entire bargaining unit from $16,000 to $30,000 per year Expand educational reimbursement benefit to PT Temporary employees, limited to employees who have worked 300 or more hours for the City and limited to $1,500 per fiscal year Allow student loan reimbursements out of overall $30,000 annual cap for FT and PT career employees after their 4 year anniversary with the City, capped at $2,000 per fiscal year per employee
Employee and Union Rights	Expand which employees can serve as a Steward Increase allowed annual meetings from 4 per year to 5
Uniforms	City to replace Fire Inspector uniforms damaged at work City to provide a uniform to new Fire Inspectors City to pay for work boots required by Cal-OSHA

Equipment Allowance	City to pay for prescription glasses for employees required to wear eye protection at work Beginning July 2027, tool replacement allowance for Equipment mechanics to increase from $30 per pay period to $75 per pay period
Work Day, Work Week, Pay Period and Pay Day	Allow employees that are required to change into protective gear, clothing or equipment at work to use the first 15 minutes of each shift and last 15 minutes of each shift for putting on and taking off of protective gear, clothing or equipment Increase notice to employees from 10 working days to 15 working days if working hours change by 1 hour or more for 5 or more days
Pay Differentials	Bilingual Pay: Increase from $50 per pay period to $150 per pay period for FT and Career PT employees; $1.88 per hour for PT Temporary employees Acting Assignment Pay: Increase from 5% of employee base pay to the higher of 1) 5% of the employee's base pay; or 2) first step in salary range of higher position. Limit acting assignments to 960 hours per fiscal year Shift Differential: Increase differential for overnight shifts from 2% of base pay to 6% of base pay Trainer Assignment for Dispatchers: Increase from 3% of base pay to 6% of base pay
Duration of MOU	July 1, 2025-June 30, 2028 City to complete salary survey by March 1 each year
Incentive Pay	Notary Incentive Pay: Police Chief shall designate one employee in Police Department who is a Notary Public In California to perform notary services for the Police Department. Designated employee shall receive $200 per month if the employee maintains a satisfactory annual performance evaluation Residential Incentive Pay: Effective July 2026, $100 per pay period for FT and PT Career employees and $1.15 per hour for PT Temporary Employees if primary residence in National City.

CITY OF NATIONAL CITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NATIONAL CITY
CALIFORNIA

and

NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION

AGREEMENT PERIOD

JULY 1, 2025 – JUNE 30, 2028

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION FOR THE FOLLOWING PERIOD OF TIME: JULY 1, 2025 – JUNE 30, 2028

The representatives of the City Manager of the City of National City, for and on behalf of the City Council of the City of National City, have met and conferred with the representatives of the National City Municipal Employees' Association, an organization representing employees of the City of National City, in accordance with the provisions of Section 3500 et. Seq., of the Government Code of the State of California, and;

As a result of meeting and conferring in good faith with said Group, agreement has been reached on the following terms and conditions of employment as applied to those employees who are members of and represented by the Association; and the Memorandum of Understanding concerning said agreed terms and conditions of employment has been approved by the City Council of the City of National City on, September 2, 2025, by Resolution No. 2025-_____.

For the CITY:

_____
SCOTT HUTH
Interim City Manager

_____
STEVEN M. BERLINER
Chief Negotiator, Liebert Cassidy Whitmore

_____
CONCHITA WAITE
Supervising Human Resources Analyst

_____
BRUCE FOLTZ
Finance Director

For the NCMEA/SEIU:

_____
ROSLYN CASSIDY
Chief Negotiator, Worksite Organizer SEIU Local 221

_____
KARLA APALATEGUI
President NCMEA/SEIU

_____
EDDIE SANCHEZ
Vice President NCMEA/SEIU

_____
JAMES KIM
NCMEA/SEIU Bargaining Team Member

_____
ALEX NEU
NCMEA/SEIU Bargaining Team Member

_____
JUANITA CASTANEDA
NCMEA/SEIU Bargaining Team Member

_____
HILDA PEREZ-LAGUNA
NCMEA/SEIU Bargaining Team Member

_____
STEPHANIE MENDIOLA
NCMEA/SEIU Bargaining Team Member

_____
STEPHEN KARCHER
NCMEA/SEIU Bargaining Team Member

_____
ROGELIO VELARDE SALES
NCMEA/SEIU Bargaining Team Member

_____

DAVID GALLEGOS
NCMEA/SEIU Bargaining Team Member

_____

ANDREW DEL SOL WILLIAMSON
NCMEA/SEIU Bargaining Team Member

_____

RUTH CUEVAS
NCMEA/SEIU Bargaining Team Member

_____

MARICAR CAMAYA
NCMEA/SEIU Bargaining Team Member

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ARTICLE 1 – IMPLEMENTATION

Section 1

It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

A. The NCMEA/SEIU 221 has approved and adopted this MOU.

B. The City Council acts, by majority vote, formally to approve and adopt this MOU.

1. The City Council shall upon approval and adoption of said MOU act to appropriate the necessary funds required to implement the provisions of this MOU that require funding.

2. The City Council shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this agreement.

Section 2 Representation

The City of National City formally recognizes the National City Municipal Employees' Association (NCMEA) as the exclusive representative of all employees in affiliation with SEIU, Local 221 in the classifications listed in Appendix "A".

Section 3 Eligibility

The wages, benefits and conditions of employment provided in this MOU are applicable to all regular and part-time career employees and part-time temporary employees as defined by Civil Service Rule IV, Section 407.1 A.(1) and (2) and assigned by the City to the MEA unit. Benefits for Part-Time Career employees will be prorated**.** The classifications in this bargaining unit are set forth in Attachment "A". Career/Limited Term employees in classifications assigned to the NCMEA Bargaining Unit may be eligible for the benefits provided herein only when the grant or program provides adequate funding for same. However, the City agrees to request that adequate funding for benefits be provided. Benefits and compensation for Part-Time Temporary employees in addition to their hourly wage will be limited to those specifically enumerated in the and/or as required by law.

ARTICLE 2 – HOLIDAYS

Section 1

Eligible employees in this bargaining unit are entitled, without loss of pay, to the holidays listed below:

A. The following days shall be fixed holidays with pay:

1. New Year's Day – January 1st
2. Martin Luther King – 3rd Monday in January
3. Cesar Chavez Birthday – March 31st
4. Memorial Day – Last Monday in May
5. Independence Day – July 4th
6. Labor Day – 1st Monday in September
7. Thanksgiving Day – 4th Thursday in November
8. Day after Thanksgiving
9. Christmas Eve – December 24th
10. Christmas Day – December 25th

B. In addition to the fixed holidays above, the following five (5) days will be credited as "Floating Holidays":

1. Presidents' Day – 3rd Monday in February
2. Juneteenth – June 19th
3. Indigenous People's Day– 2nd Monday in October
4. Veterans' Day – November 11th
5. One (1) floating holiday not tied to any specific date provided at beginning of fiscal year

C. Fixed holidays falling on a regularly scheduled workday will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 4/10 schedule will have holidays paid in ten (10) hour increments when the holiday falls on a regularly scheduled workday. Floating holidays will be paid based on an employee's assigned daily work schedule.

D. Part-Time Temporary employees shall receive paid holidays only as follows: one (1) floating paid holiday per fiscal year equal to five (5) hours, regardless of work schedule and not tied to any specific date. Part-Time Temporary employees hired after July 1 of any year shall receive a prorated amount of holiday leave (e.g., 3.75 hours if start date is October 1).

Section 2

The floating holidays shall be used by the employee in minimum increments of fifteen (15) minutes at the employee's discretion subject to the approval of the department head or his/her designee as a holiday and shall be used within the fiscal year earned. Reasons for denial to observe a holiday on the date requested by the employee shall be in writing and can only be related in the judgment of the department head to the efficient functioning of the department. If the department head certifies in writing to the Finance Director that it was not possible to grant the time off during the fiscal year due to unforeseen or extreme workload problems, then unused holiday credits will be added to the employee's vacation accumulation.

Floating holidays may be used earlier in the fiscal year than their occurrence. New employees shall not receive credit for holidays which occurred prior to their starting date. Separating employees who have received paid time off for holidays which have not occurred as of the date of their separation are required to repay the City for

such floating holidays for which they have been paid. Only non-probationary employees and employees separating in good standing shall be paid for accrued and not taken holiday time.

Section 3 Appointed and Religious Holidays

With City Council approval, every day appointed by the President of the United States or by the Governor of California for a public fast, thanksgiving or holiday, with the exception of Good Friday, shall be honored as an additional holiday. Employees may request time off to attend religious services or other religious activities on Good Friday or on the recognized religious holidays during the year; such time off shall be charged to the employees annually accumulated leave or compensating time off. If the employee has no accumulated annual leave or compensating time off, such time off shall be without pay.

Section 4 Holidays Occurring on Normal Work Day, during Sick Leave or Annual Leave or on a Weekend

A. In the event a fixed holiday (as defined in Section 1) falls on and is observed on an employee's regular day off:

1. If the employee is not required to work, such employee shall be granted a floating holiday.

2. If the employee is required to work the employee shall receive:

a) pay at the time and a half rate for hours worked on the holiday; *and*

b) floating holiday hours equal to the number of hours actually worked.

B. In the event a fixed holiday (as defined in Section 1) falls on an employee's regular work day:

1. If the employee is not required to work, such employee shall be compensated at straight time equal to the number of hours the employee would have been assigned to work.

2. If the employee is required to work the majority (over half) of his/her shift between 12:00 a.m. and 11:59 p.m. on the observed fixed holiday, the employee shall receive one of the following at the option of the employee:

a) pay at the time and a half rate for hours worked; *or*

b) straight time and floating holiday hours equal to the number of hours actually worked.

Exception: For the fixed holidays of Christmas Day, New Year's Day, day of July 4th, and Thanksgiving Day, employees shall receive:

a) pay at the time and a half rate for hours worked on the holiday with a minimum of two (2) hours of pay; *and*

b) eight hours paid holiday time at straight time.

Date	Shift	Creditable Hours	Rationale
November XX, 20XX (Thanksgiving)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Thanksgiving is an "Exception" holiday
November XX, 20XX (Day after Thanksgiving)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 24, 20XX (Christmas Eve)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 25, 20XX (Christmas Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Christmas Day is an "Exception" holiday

January 1, 20XX (New Years' Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	New Years' Day is an "Exception" holiday

C. When an employee is absent on annual leave, sick leave or compensating time off, a fixed holiday immediately preceding, immediately following or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

D. If a fixed holiday occurs on a Saturday, the City will observe the holiday on the preceding working day. If the fixed holiday falls on Sunday, the following work day will be observed as the holiday, except as noted in Article – *(holiday closure article)*.

E. Should the City shift the observed holiday to a day other than the actual holiday, City employees working schedules outside of the standard Monday through Friday will continue to observe the actual holiday and be compensated according to time worked on the actual holiday as outlined above. Employees in this situation will be notified of the appropriate time card notations in advance of the holiday.

Section 5 Holiday Closures

City facilities will close for a period of approximately two weeks in the second half of December of each year with time off for non-essential personnel.

1. Each June, employees may elect to either (a) take unpaid furlough hours/days off during the holiday closure for that calendar year, (b) use accrued paid leave balances (vacation, comp time and/or floating holidays) during the holiday closure for that calendar year, or (c) have equal pay deductions each pay period for the 26 pay periods of the fiscal year that includes the applicable holiday closure period to cover the two week holiday closure.

    - To elect options (a) or (c), employees must notify Payroll no later than the end of the last business day of the first full week in June of the applicable year.

    - If no election is made, option (b) (use of accrued paid leave balances during the holiday closure) shall apply. If the employee's accrued leave balances are insufficient to cover the entire holiday closure, the remainder of the holiday closure hours will be deemed unpaid time off with a corresponding deduction in the employee's pay check for the pay period.

2. Any employee subject to furlough required to work during furlough shall be compensated at time and one-half when working during furlough hours.

3. The following calendar is based on the City's current 4/10 workweek for the 2025, 2026 and 2027 Holiday Closures. A change in the workweek schedule would result in a modification of the calendar.

2025 Holiday Closure – Monday, December 22 to Friday January 2, 2026

December 22 furlough leave or accrued leave
December 23 furlough leave or accrued leave
December 24 Holiday (Christmas Eve)
December 25 Holiday (Christmas Day)
December 29, 30 31 furlough leave or accrued leave
January 1 Holiday (New Year's Day)

2025 Additional Holiday Closure – Library (Note: Library is always closed on Sunday)
Weekend before furlough (including Friday) – December 19-20, 2025
Weekend after furlough (including Friday) – January 2-3, 2026

2026 Holiday Closure – Monday, December 21 to Friday January 1, 2027

December 21 furlough leave or accrued leave
December 22 furlough leave or accrued leave
December 23 Holiday (Christmas Eve)
December 24 Holiday (Christmas Day)
December 28, 29, 30 furlough leave or accrued leave
December 31 Holiday (New Year's Day)

2026 Additional Holiday Closure – Library (Note: Library is always closed on Sunday)
Weekend before furlough (including Friday) – December 18-19, 2026
Weekend after furlough (including Friday) – January 1-2, 2027

2027 Holiday Closure – Monday, December 20 to Friday December 31, 2027

December 20 furlough leave or accrued leave
December 21 furlough leave or accrued leave
December 22 Holiday (Christmas Eve)
December 23 Holiday (Christmas Day)
December 27, 28, 29 furlough leave or accrued leave
December 30 Holiday (New Year's Day)

2027 Additional Holiday Closure – Library (Note: Library is always closed on Sunday)
Weekend before furlough (including Friday) – December 17-18, 2027
Weekend after furlough (including Friday) – December 31- January 1, 2028

ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Consistent with the provisions of these chapters, employees in the competitive service shall be entitled to holidays and annual vacation and shall be allowed sick, injury, emergency and special leaves of absence. Career part-time employees in competitive service working twenty (20) hours or more per week, shall be entitled to all holidays, annual vacation, sick or emergency leave and special leaves of absence as granted to full-time employees on a pro rata basis within the same number of pay periods.

Section 2 Requests for Leave

All requests for leaves of absence, whether with or without pay, shall be submitted in writing on prescribed forms, and except as provided in the case of compulsory leave, court leave and special meetings, must meet the approval of the department head.

Section 3 Leave Approval

Except in the case of sick or emergency leave, the scheduling of leaves is subject to the approval of the department head or his/her designee. It is the obligation of the employee to request in writing prior approval for all other leaves. Under unusual circumstances, the department head has the discretion to waive the requirement for prior approval. The department head shall respond to a request for leave within ten (10) days. Approvals may be rescinded by the department director in time of emergencies such as flood, earthquake, fire, civil disturbance, maintenance of skeleton staffing level, and other similar situations. Leave will not be denied unless the department demonstrates that it cannot function without the individual who is requesting a leave.

Section 4 Leave of Absence - Commencement and Termination

Each leave of absence shall be granted for a specific period of time and a specific cause, and if such cause shall cease to exist prior to the expiration of the period for which the leave is granted, such leave shall thereafter be invalid.

Section 5 Leave of Absence - Failure to Report

Leaves of absence shall be indicated on the payroll time sheets submitted to the Director of Finance for checking and certification. Failure of an employee to report at the expiration of leave shall separate the employee from City service and shall be considered, in effect, a resignation; provided, however, the City may cancel such separation if circumstances warrant such cancellation (as determined by the City Manager or his designee).

Section 6 Benefits during Leave without Regular Pay

All accrual of leaves, City contributions and benefits will be suspended at the end of 45 calendar days after the leave of absence begins, except as provided in this MOU and applicable law. This includes leaves without pay, suspensions, injury leave and military leave. All accounts, contributions and benefits will resume upon return from leave.

ARTICLE 4 – ANNUAL VACATION LEAVE

Section 1

All eligible employees shall be entitled to annual vacation leave with pay.

Section 2 Accrual Rates

All accrual rates are calculated on the basis of biweekly pay periods. All forty (40) hour per week employees shall be governed by the following vacation accrual rates:

1 through 5 years' service	3.08 hours per pay period
6 through 10 years' service	4.62 hours per pay period
11 through 12 years' service	4.94 hours per pay period
13 through 14 years' service	5.23 hours per pay period
15+ years' service	6.15 hours per pay period

New employees will receive, during their initial probationary period, five (5) days (totaling 40 hours) of accrued vacation at completion of nine (9) months of employment and five (5) days (40 totaling hours) of accrued vacation at completion of the probation period. Accrual will then continue at the rates above.

Section 3 Scheduling of Vacation

Vacation schedules shall be arranged by the department head with particular regard to the needs of the City and, as far as possible, with the wishes of the employee.

1. Eligibility for vacation pay shall be verified by the Finance Officer, who will pay only for that time which has accrued.

2. If the requirements of the employee's services are such that the employee cannot take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.

3. An eligible employee may take earned vacation in any increment of fifteen (15) minutes or more with the consent of the department head and the approval of the City Manager.

Section 4 Maximum Vacation Accumulation

An employee may accumulate vacation to a maximum of 2.5 times the yearly earned vacation time. Vacation leave is credited as earned and the amount of vacation leave accumulated shall not exceed the maximum and accrual shall stop whenever the employee is at the maximum.

Section 5 Holidays Falling Within Vacation Period

Except in the case of terminal vacation leave, paid holidays immediately preceding, immediately following or wholly within the vacation period shall not be regarded as part of the vacation.

Section 6 Terminal Vacation Pay

Upon termination from City service, an employee shall be entitled to pay in lieu for the number of accumulated vacation hours credited to the employee's account to a maximum of 2.5 times their annual accrual under the provisions of this section. All vacation granted upon completion of an employee's last day of work shall be a lump sum payment termed "terminal vacation pay" at the employee's current rate of pay.

Section 7 Vacation Sell-Back

During the term of this agreement, all MEA members on a career basis meeting the eligibility criteria defined below may convert a minimum of twenty (20) hours and a maximum of eighty (80) hours of their accumulated vacation time payable not later than December of each year. The City shall attempt to process these requests prior to the Thanksgiving holiday.

In order to convert accrued vacation hours:

a) Employees must use a minimum of 40 vacation hours during the eligibility period and have at least 50 hours “on the books” before and after the request.

b) Employees must submit a written request to Payroll to convert vacation hours to pay on or before November 1 of each year.

c) Effective in 2018, employees who reach the vacation cap may have a second opportunity to convert vacation hours up to a total maximum of eighty (80) total hours in the applicable eligibility period under paragraphs a) and this paragraph.

d) The eligibility period is defined as the first pay period in November to the last pay period in October.

Beginning in December 2025, and each December thereafter, employees who want to cash out or sell back vacation leave must irrevocably choose in writing, on a form available from the Human Resources Department, to cash a minimum of 20 hours and maximum of 80 hours of vacation time that are to be accrued and remaining unused in the following calendar year. Vacation time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form for those employees. In order to receive the cash out in December, the employee must use 40 hours of vacation leave between January 1 through November 30 of the year the cash out is to be paid.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee’s use of earned, but unused leave accumulated from previous

calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

ARTICLE 5 – MILITARY LEAVE

In addition to the leaves of absence provided in this article, City officers or employees who are also members of the armed services or militia or organized reserves of this State or Nation, shall be entitled to the leaves of absence and the employment rights and privileges provided by the Military and Veterans' Code of the State of California.

1. The term "Military Service" as used herein shall signify service on active duty with any branch of service above mentioned as well as training or education under the supervision of the United States preliminary to induction into the military service.

2. The terms "active service" or "active duty" shall include the period during which such officer or employee while in military service is absent from duty on account of sickness, wounds, leave or other lawful cause.

3. No employee serving under a permanent appointment in the Classified Service shall be subjected by any person directly or indirectly by reason of his/her absence on military leave to any loss or diminution of vacation, holiday, insurance, pension, retirement or other privilege or benefit now offered or conferred by law, or be prejudiced by reason of such leave with reference to promotion, continuance in office or employment, re-appointment or re-employment.

4. When military leave is granted to an employee in the Classified Service pursuant to this section, the position held by such employee shall be filled temporarily only during the employee's absence, except in the event of the employee's death while on leave, and said employee shall be entitled to be restored to such position, or to a position of like seniority, status and pay upon, return from such leave, provided employee is still mentally and physically qualified to perform the duties of such position and provided said employee makes application for re-employment within ninety (90) days after being relieved from such military service.

5. During absence on military leave any employee in the Classified Service who has been employed continuously by the City for a period of not less than one (1) year prior to the date upon which such absence begins, shall receive his/her regular salary for a period not to exceed thirty (30) calendar days in any one fiscal year. All services of said employee in the recognized military service shall be counted as employment with the City.

   After 30 consecutive days of paid military leave, the City will supplement an employee's military pay for a period of 6 months. This supplemental amount will be the difference between the employee's normal pay and their military pay. In addition, the City will provide existing levels of health care benefits during the supplemental 6-month period. At the discretion of the City Council, supplemental paid military leave may be extended beyond the 6-month period.

ARTICLE 6 – FAMILY CARE AND MEDICAL LEAVE

REFER TO CITY POLICY ON FAMILY AND MEDICAL LEAVE. SAID POLICY IS ON FILE IN THE OFFICE OF THE HUMAN RESOURCES DIRECTOR, AND IS INCORPORATED IN THIS MOU BY REFERENCE.

ARTICLE 7 – COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of said employee's required attendance to the department head and the Finance Officer. The employee shall receive full pay for the time he/she serves on court duty. Request for such leave shall be made upon the request for leave of absence forms.

If juror or witness duty ends more than one hour prior to the conclusion of the work day, the employee shall report back to work or use leave time for the remainder of the work day unless other arrangements are agreed to by the supervisor.

All employees shall get a minimum of two (2) hours pay, at a rate of time and one half, for each court appearance required by their work responsibilities on regularly scheduled time off. If the employee travels directly between the court and his/her residence, then the employee shall be paid for 1/2 hour maximum. If the employee reports to the Police Station, he/she is not entitled to travel time between the station and home; he/she would be entitled, however, to compensation for parking fees and travel time between the station and the court. The City encourages the use of public transportation to avoid incurring parking fees.

ARTICLE 8 – SICK LEAVE WITH PAY

The intent of this chapter is to provide a continuity of full salary to those eligible employees who are unable because of illness or injury to perform the duties of their positions who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment, and to provide necessary time off from work for required medical and dental care, subject to administrative regulations designed to prevent malingering or abuse of these privileges.

Section 1 Sick Leave Definition

Sick leave is the necessary absence from duty of an employee for:

A. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or

B. The serious disability of the employee while on a scheduled vacation.

C. The absence of an employee for authorized medical or dental care.

D. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

E. The death of a family member.
"Family member" is defined for this purpose as a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code section 12945.2.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;

2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

3. To obtain services from a domestic violence shelter, program, or rape crisis center;

4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Section 2 Sick Leave Accumulation

A. Each regular full-time career or probationary employee in this bargaining unit, shall be entitled to accumulate sick leave at a rate of 3.69 hours per biweekly pay period. Earnings for partial pay periods shall be granted on a pro rata basis. Permanent part-time employees in the competitive service are entitled to accumulate sick leave at a rate consistent with the provisions of Article 3, Section 1. Part-Time

Temporary employees shall accrue sick leave in the amount required by California statute. Details regarding sick leave for these employees is described in the City Administrative Manual, Vol. 1, Instruction No.04.15.

B. **Accumulated Sick Leave:** Each career or probationary employee in this bargaining unit shall be eligible to accumulate sick leave up to a maximum of 400 hours, (herein called "accumulated sick leave"). Sick leave accrual will be credited on the last of each pay period up to the 400 hour maximum limitation.

Section 3 Sick Leave Usage

A. Employees shall first utilize accumulated sick leave pursuant to Section 1 herein. Frozen sick leave balance will only be authorized for use after accumulative sick leave credits are exhausted for those employees who have a frozen sick leave balance pursuant to Section 2(C) herein.

B. Upon reaching the maximum accumulated sick leave (400 hours), accrual will stop; sick leave accrual will begin after the employee's balance falls below 400 hours. Accrual will occur on the last day of the pay period in which the employee's balance falls below the 400 hour level. Said accrual will occur at the established rate as defined in Section 2(A).

Section 4 Limitation on Time Chargeable to Sick Leave

A. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:

1. Sickness sustained while on leave of absence other than his/her regular vacation.

2. No paid sick leave shall be granted in excess of the employee's sick leave credit.

B. Absence that is chargeable to sick leave in accordance with this Chapter, shall be charged in the amount not smaller than fifteen (15) minutes.

Section 5 Sick Leave Compensation

A. In order to receive compensation while on sick leave, the employee shall notify:

1. The immediate supervisors, or;

2. The department head, or;

3. In the event of the unavailability of either, the senior department representative available.

B. Notification shall be made prior to or not later than the beginning of the work day/shift in the employee's respective department. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Compensation is contingent upon approval from the appropriate department director.

C. The department head may waive the above requirements, if in his/her opinion, an emergency or other exceptional circumstance so warrants. Computation of sick leave shall not include regular days off or holidays, provided these are not in conflict with the established schedule within each department.

Section 6 Physician's Statement Required

A. Once the statutory sick leave requirement has been exhausted by the employee (40 hours or 5 days based on the employee's schedule, whichever is greater) when subsequent absences are for more than three (3)

consecutive working days or when abuse of the sick leave benefit is suspected, the department head may require the employee to furnish a certificate or statement from a regular licensed and practicing physician, at the employee's own expense, whose license will be honored by the County Health Officer, indicating the nature and duration of the employee's incapacity or other adequate evidence if the employee was not examined by a physician. The appointing authority may require evidence of incapacity in cases of short periods of absence and may require a medical examination when an employee returns to work with indications of continuing illness or disability.

B. The department head is responsible for sick leave verifications. This responsibility may be implemented by any reasonable method deemed necessary by the department head. Sick leave with pay is subject to verification of the employee's eligibility by the Finance Officer.

Section 7 Separation from City Service

All eligibility from sick leave with pay shall be canceled upon separation of the employee from the City service, provided that, if such separation is by lay-off, his/her accumulated eligibility shall be restored to him/her in whole if the employee is re-employed within 24 months.

Section 8 Illness during Vacation Leave

An employee who becomes incapacitated for work due to his/her illness or injury for more than three (3) consecutive calendar days while on paid vacation, may substitute sick leave credits for vacation, provided the employee's request for sick leave substitution is accompanied by a doctor's statement or other satisfactory evidence.

Section 9 Holidays during Sick Leave

Paid holidays immediately preceding, immediately following or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

Section 10 Sick Leave Payment upon Retirement

A. An employee hired on or before June 30, 1979, shall upon formal retirement from the City under the Public Employees' Retirement System, be paid for each day of unused sick leave or fraction thereof which has accrued to his/her credit up to and including his/her last day of work, but not to exceed 45 days or 360 hours. An employee hired on or after July 1, 1979 shall not be eligible for sick leave payment upon retirement.

B. For employees hired on or before June 30, 1979 sick leave pay off upon retirement shall be the sum of:

a. Frozen sick leave balance upon date of retirement.

b. Accumulative sick leave balances upon retirement.

However, in no event shall the payoff exceed 360 hours.

The City’s contract with CalPERS contains an amendment that provides for conversion of unused sick leave (cashed out sick leave is considered used) at retirement to be converted to service credit.

Section 11 Evidence of Cause of Absence

In all cases of absence because of illness or death in the employee's family, the employee may be required to furnish to the appointing authority satisfactory evidence substantiating the facts justifying such leave. Failure to furnish such evidence upon request shall be sufficient reason for denying the leave of absence with pay.

Section 12 Sick Leave Incentive Pay

A. Employees using 40 hours of sick leave or less during the 26 complete pay periods most closely coinciding with the beginning and end of the fiscal year and having a minimum total accumulation of 160 hours, may sell for cash the excess over 160 hours of unfrozen sick leave accumulation to a maximum established according to the following schedule:

Unused Sick Leave From Current Year's Accrual	Annual Maximum Sell Back
96 Hours	48 Hours
From 80-95 Hours	40 Hours
From 60-79 Hours	32 Hours

Only the hours sold back to the City shall be deducted from the employee's accrued balance of sick leave.

B. Payment will be made during the month of August each year. Pay will be computed based on the employee's salary step on June 30 of the preceding fiscal year. (The Finance Department shall issue eligibility notices to qualified employees at the end of each fiscal year.) Written request must be submitted to the Finance Office within ten (10) working days of issuance of the notice. Sick leave incentive payments will be incorporated into the normal payroll.

C. In lieu of sick leave incentive pay, the employee may elect to retain sick leave credits to the 400-hour maximum to supplement pay for long term disability leave, up to the maximum set in chapter 18 (3) of this MOU.

D. Permanent employees who retire during the fiscal year will be compensated on a pro-rated basis subject to their formal retirement date.

E. Subject to the approval of his/her department head, the employee may elect to receive additional vacation credits in lieu of all or part of the sick leave incentive pay. This election must be indicated in writing and submitted to the Finance Office with department head's signature within ten working days of issuance of the notice from Finance. This election may not be reversed at a later date.

Beginning in December 2025, and each December thereafter, employees who want to cash out or sell back sick leave must irrevocably choose in writing, on a form available from the Human Resources Department, to cash out sick leave hours that are to be accrued and remaining unused in the following calendar year. Sick time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form for those employees. In order to receive the cash out in December, the employee must qualify to do so under section A above.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

ARTICLE 9 – TRANSFER OF LEAVE CREDITS

Upon official request by an employee experiencing a catastrophic illness/injury or event, the employee's department director or the Association on behalf of the employee, the City Manager or his designee may allow individual employees the opportunity to transfer sick leave, vacation or holiday credits to another employee who has experienced a catastrophic event.

All conditions for this transfer shall be in compliance with the City's Transfer of Leave (Catastrophic Leave) Policy. Sick leave donated will not be counted against sick leave incentive pay.

ARTICLE 10 – THE COMPENSATION PLAN

Section 1 Salary Advancement

The Compensation Plan of the City of National City has the following characteristics:

1. Each salary range consists of five (5) steps.

2. The increase from one step to the next step on each salary range is as indicated in the salary schedule.

3. Career part-time employees represented by the unit shall be eligible for step increases at a pro-rated time interval as regular career full-time employees.

Salary advancement for each employee shall not be automatic, but shall depend upon the increased value of an employee to the City, as reflected by the recommendations of the employee's supervisor and department head and all other pertinent evidence. The success of the Compensation Plan depends upon incentives which will encourage employees to put forth increasing efforts as they advance through the salary steps of the salary range.

Section 2 Salary Steps

The steps of the salary range shall be interpreted and applied as follows. The second, third, fourth and fifth salary steps are incentive adjustments to encourage an employee to continue to improve his/her work. There shall be a five (5) percent differential between each of the five (5) steps.

1. **The first salary step** is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon the recommendation of the department head and upon the approval of the City Manager, when it is decided that such action is in the best interests of the City.

2. **The second salary step**: Six (6) months of satisfactory service, normally, shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

3. **The third salary step**: Twelve (12) months of satisfactory service at the second salary step, normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

4. **The fourth salary step**: Twelve (12) months of satisfactory service at the third step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

5. **The fifth salary step**: Twelve (12) months of satisfactory service at the fourth step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

Section 2 Salary Steps (continued)

All rates shown and conditions set forth herein, are in full payment for services rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Employees engaged for less than full-time should be paid a proportionate part of these salaries, or by hourly rate of pay that falls within these ranges.

Each promotion shall carry with it a salary increase of at least five (5) percent as long as such increase does not exceed the top step of the new classification.

The provisions of this article are based upon the salary schedules adopted by the City.

Section 3 Performance Reports

Notwithstanding any of the other provisions of this article, no employee shall be denied a step advancement consistent with normal practice whose last performance report had an overall rating of STANDARD, ABOVE STANDARD or OUTSTANDING, if that performance report was made within the last 30 calendar days. If step is denied, a new performance report will be completed and performance will be reviewed every sixty (60) calendar days for reconsideration of the step increase.

ARTICLE 11 – OVERTIME

Section 1 Standard Overtime

A. The smallest unit of time credited as overtime shall be one-tenth (1/10) hour.

B. Overtime worked that is less than one-quarter (1/4) hour shall be rounded off to the nearest quarter hour each week.

C. Overtime credit must be for work specifically suffered, ordered, requested or approved by the department head or a designated representative. Overtime compensation or compensating time shall be earned at the rate of one and one-half (1-1/2) times the eligible hours.

D. Overtime compensation or compensating time shall be granted for hours exceeding forty (40) hours of time actually worked. Time worked includes all paid hours including sick leave, leaves during which Worker Compensation is paid, pre-approved vacation time, holidays, furloughs, or any other time away from the job that is paid. The normal work week varies among City employees, and shall be determined by the employees official schedule or other approved schedule documentation on file in the Human Resources Department. Work, other than normal work schedule, directed for annual special events, as stated in Policy 802, will be compensated according to overtime rates. For those events where the City Council approves overtime, employees working those events shall receive overtime pay.

E. An employee who is directed by the department director to attend commission or council meetings held after normal working hours will be compensated per the "call-back" provision.

Section 2 Compensating Time Off

In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is (200) hours total, and may carry over from year to year.

A. Consistent with the provisions of Section 1 above, employees may be credited with compensating time off for overtime worked up to a maximum accrual of 200 hours, upon prior request of the employee and approval of the department director.

B. An employee shall be allowed to use compensating time off in increments of fifteen (15) minutes or more which may be taken in conjunction with vacation credits. Time off approval and scheduling shall be subject to the provisions of Article 3 of these articles.

C. Written requests to use compensatory time off shall be treated in the same manner as requests to use vacation. An employee will not be required to take compensatory time earned at straight time hour nor will an employee be required to take compensatory time within the same pay period as earned.

D. Once each fiscal year, an employee may by written request cash out up to eighty (80) banked compensatory time hours.

Beginning in December 2025, and each December thereafter, employees who want to cash out up to eighty (80) compensatory time hours must irrevocably choose in writing, on a form available from the Human Resources Department, to cash out compensatory time hours that are to be accrued and remaining unused in the following calendar year. Compensatory time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for

cash out, the cash out will only be made from hours accrued during the calendar year and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form for those employees.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their compensatory time bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out compensatory time in the following calendar year and uses compensatory time during that subsequent calendar year, the compensatory time hours used may come from the hours the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused compensatory time hours accumulated from previous calendar years shall not result in a reduction in the amount of e hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

Section 3 On-Call Status

A. Employees may be assigned to on-call status for possible work and will be required to be available after working hours where the employee can be reached by City telephone and can respond within 30 minutes. Individuals assigned to "on-call" have the responsibility of obtaining qualified relief in the event they cannot be called back. The relief must have the pre-approval of appropriate supervisor.

B. The following procedures shall apply to on-call status:

1. Personnel going on vacation, floating holiday or any other absence from work of their own request during scheduled on-call will be responsible for providing their own qualified relief.

2. Personnel incapacitated for scheduled on-call by sickness or other absence not within their control will not be required to provide their own relief, if notice is given to the department.

3. If an employee is accepting on-call pay and does not respond to a call-back, that employee shall forfeit that day's on-call pay and may be subject to disciplinary action, unless that failure to respond was for reasons beyond the control of that employee as determined by the department director.

4. Employees will be assigned to on-call status, first on a volunteer basis and thereafter assigned by reverse seniority. On-Call Status will not exceed seven (7) days in any thirty day period and will be rotated among qualified personnel, unless otherwise agreed to by the employee and the Department Head. In the event of personnel shortages, the City may assign an employee(s) to on-call status based on reverse seniority among qualified employees.

5. The on-call work week will be determined by the appropriate department head.

6. When any class is scheduled for on-call work the City shall provide pagers at the beginning of the on-call assignment.

C. **On-Call Pay**

1. For a normal work day shift, pay shall be the dollar equivalent to one and a half (1-1/2) hours at current hourly rate per each day of on-call status.

2. For a normal weekend shift (Saturday and Sunday), pay shall be the dollar equivalent to two (2) hours at current hourly rate per each day of on-call status.

3. For a fixed holiday on which the Civic Center is closed, pay shall be the dollar equivalent to two and a half (2-1/2) hours at current hourly rate per each day of on-call status.

Section 4 Call-Back

The City may direct a field response by an employee during other than normal working hours for emergency purposes which shall constitute a "call-back", and paid at the rate of one and one-half (1-1/2) times the number of hours worked, with two (2) hours being the minimum for any call-back that requires return to the work site. Call-back time earned shall not be counted as actual time worked for overtime purposes.

ARTICLE 12 – EDUCATION EXPENSES REIMBURSEMENT

Section 1

The City shall provide $30,000 for SEIU to fund the Education Expenses Reimbursement Plan, which is available to employees on paid status wish to improve their work performance through furthering their education. The plan provides up to $2,000 per employee, per fiscal year until this fund is exhausted and is available to all employees who meet the following criteria:

1. Successful completion of initial probation.

2. A proposed course of instruction or training is related to the employee's employment with the City. The department director has the final authority in determining whether a course or training has job related value. Request must be submitted in writing on appropriate City form prior to taking the course of instruction or training.

3. The reimbursement may be used to cover the required costs, such as tuition, registration, books, and up to $100 of other materials or supplies considered necessary by the Department Director.

4. The course must be passed with a grade "C" or better. If taken on pass/fail or completion basis, employee must complete or pass course(s) taken.

5. The employee must show written documentation of the expenditures being claimed for reimbursement.

6. Reimbursement may be requested for fee-based educational programs to be attended on employee's own time for professional self-development.

Reimbursement under this plan will be made upon completion of the coursework as per part 2 above.

Part-Time Temporary employees are eligible to receive educational expense reimbursement under Section 1 of up to $1,500 per fiscal year, after working three hundred (300) hours for the City.

Section 2 Reimbursement of Expenses in Maintaining Required Licenses and Permits

In addition to the funds provided for educational reimbursement, the City shall provide monies to reimburse employees for the actual cost of the certificate or license expenses and any required medical examinations when such certificate or license is required in the performance of their duties of their current positions. Claims shall be submitted in writing with proof of costs to the Personnel Department for approval and payment. Class "C" Driver's License expense is not a reimbursable expense.

Section 3 Student Loan Reimbursement

Employee Eligibility: Upon reaching their fourth anniversary of employment with the City of National City, a regular or career part-time employee shall be deemed eligible for student loan reimbursement up to $2,000 per fiscal year. Verifiable proof of an active student loan and amount(s) paid by the employee is required.

ARTICLE 13 – SERVICE RECOGNITION PAY

Section 1

In addition to other compensation paid for the services of employees, service recognition pay shall be paid to employees hired before July 1, 1991 of the City on the following basis:

A. After five (5) years of continuous and uninterrupted service the sum of $10.00 per month;

B. After ten (10) years of continuous and uninterrupted service the sum of $15.00 per month;

C. After fifteen (15) years of continuous and uninterrupted service the sum of $20.00 per month;

D. After twenty (20) years of continuous and uninterrupted service the sum of $25.00 per month;

E. After twenty-five (25) years of continuous and uninterrupted service a sum of $30.00 per month, which shall be the maximum payable.

Vacation, sick leave, workers' compensation leaves, comp time, suspensions with pay, floating holidays and other approved City paid leaves of absence shall be continuous and uninterrupted time. All unpaid suspensions and approved leaves of 30 days or less shall be continuous and uninterrupted time; those of more than 30 days shall be continuous employment, but interrupted.

In the event an employee ceases to be employed by the City of National City for a reason other than military service or lay-off, all rights to longevity pay shall be forfeited and expired, and if said employee is subsequently re-employed by the City, said employee shall not be entitled to any service recognition pay by reason of any prior employment.

ARTICLE 14 – HEALTH AND DENTAL INSURANCE

Section 1 Insurance Program Coverage

As a benefit to career full-time employees and, on a pro-rated basis, career part-time employees working 20 hours/week or more in this bargaining unit, the City will provide a combined group insurance program of health and dental coverage. The benefits and limitations of the program are to be designed cooperatively by the City and program provider. SEIU and City agree to select and implement health insurance programs, which best serve the needs of the employees. The City and SEIU agree during the term of this 2025-2028 MOU to discuss any employee's concerns with the costs of health care for City employees.

Section 2 City Contribution

The City will offer medical and dental benefits to eligible employees. Employees who enroll shall receive a City contribution toward the cost of health and dental coverage as follows:

CITY'S CONTRIBUTION IF DON'T ELECT KAISER HIGH DEDUCTIBLE HEALTH PLAN (Effective February 1, 2025)

Employee Only	$703.71/month
Employee +1	$1,128.97/month
Employee +2 or more	$1,543.18/month

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN (Effective February 1, 2025)

Employee Only	$633.30/month
Employee +1	$988.31/month
Employee +2 or more	$1343.98/month

Effective the first full pay period following City Council approval of this MOU, the City will contribute toward the cost of employee health care at the current contribution level plus $50 per month. Each plan year thereafter, the City's contribution will equal the previous year's contribution level plus fifty percent (50%) of the premium increase for the lowest cost health and dental plans.

A. City contribution will discontinue when employee goes on unpaid status for more than 45 calendar days, except as otherwise specified in this agreement or by law. Employees in this status may continue coverage at their own expense.

B. If the cost of providing this benefit for employees and their dependents exceeds the established City contribution, the employee must pay the excess amount.

Section 3 Money In Lieu of Coverage

An employee may elect employee only coverage in health and receive the remaining amount of the City's contribution as cash-in-lieu.

Section 3 Money In Lieu of Coverage (continued)

Employees may opt out of the City's health plan. An employee will receive an opt out payment of $175 per month if the employee files an attestation that the employee and all the members of the employee's tax family are enrolled in another group health insurance plan which provides minimum essential

coverage and will have such coverage for the entire opt out period. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must provide such attestation upon hire and/or during open enrollment each plan year.

Any actual savings realized by City during the previous calendar year from employees opting out of City coverage will be calculated in January of each year and re-distributed equally to all employees in the form of an increase of City contribution for health coverage.

Section 5 Retiree Health Benefit

Effective for persons retiring after the 2018-2020 MOU was approved by the City Council, employees covered by this MOU must retire from the City of National City and have 20 full years of pensionable service credit with the City of National City to receive $20/month for each year of pensionable service with the City as the City's contribution towards their medical premium.

This contribution does not entitle the retiree to any particular insurance or to any particular rate. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. copy of health insurance invoice and payment) that the retiree is using the contributions to pay for health premiums and understands that the retiree is solely responsible for any taxes that might be due as a result of the City's contribution.

Retirees eligible for this benefit are responsible for paying the health insurance premium and the City will forward this benefit amount on a monthly basis directly to the retiree. This benefit will be canceled upon non-payment of premium or otherwise becoming ineligible. The retiree is also responsible for notification to the City of address change and health coverage from another source.

Section 6 Health Care

The City and SEIU are open to the concept of joint discussions for the purposes of identifying a comprehensive solution that is beneficial to the City and SEIU represented employees without harming other City of National City employee groups.

ARTICLE 15 – HEALTH & SAFETY RELATED PROGRAMS

Section 1 Smoking Policy

The Municipal Employees' Association agrees to City No Smoking Policy at the workplace.

Section 2 Continuation of Coverage's

The City agrees to continue its contributions toward health, dental and life insurance coverage for employees who are receiving workers' compensation benefits from the City for a period not to exceed twelve (12) months.

Section 3 Premium Payment Program (I.R.S. 125 Plan)

The City agrees to implement a 125 reimbursement plan to allow pre-tax dollars to be utilized in the payment of employee's portion of medical, dental and insurance premiums, medical expenses and dependent care expenses. The City shall arrange for a plan administrator for dependent care provision of the City's 125 Plan, provided all costs are paid by the employees who participate.

Section 4 Employee Assistance Program

The City shall make available a voluntary Employee Assistance Program (EAP) for psychological assessment, counseling and referral to all employees represented by the Municipal Employees' Association at no cost to the employees, except for referrals out of the basic program. Employees using this program may do so on their own time.

Section 5 Hazardous Materials

The City will provide containment and disposable devices on City vehicles where there is exposure to materials, especially needles that may be harmful.

ARTICLE 16 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees in this bargaining unit, the City will provide a group life insurance program. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association and insurance carrier. The City will provide up to $25,000 Term Life Insurance with Accidental Death and Dismemberment coverage for each employee at no cost to employee. An amount will be paid by the City for each permanent part-time employee in the competitive service that is proportional to the permanent time base of his/her appointment (e.g., a half-time employee will receive half the amount of a full-time employee).

The parties agree to meet and consult within a reasonable period of time before the completion of the current contract between the City and its insurance carrier that provides for Term Life Insurance with Accidental Death and Dismemberment with the purpose of increasing the death benefit amount for employees at no additional cost to the City. The City will attempt to complete this task by soliciting quotes from insurance providers.

ARTICLE 17 – SHORT TERM/LONG TERM DISABILITY INSURANCE

All employees shall continue to participate in the City sponsored Disability Insurance program (STD/LTD) through payroll deduction.

Section 1 Cost and Benefits

Total costs of the program are paid by all employees in the bargaining unit through payroll deductions at the rates set by the established plan. Participation, costs and benefits of the program are subject to the regulations and requirements of the Plan.

Section 2 Continuation of Insurance Benefits

During the period that an employee is receiving benefits from the (STD/LTD) Plan, the City shall continue to pay its share of the Insurance Premiums for Health and Life Insurances with no cash-in-lieu for a period of up to twelve (12) months or until such time as the disability is considered permanent.

Section 3 Income Supplement

Employee receiving STD/LTD benefit may use sick leave, vacation, and other leave accruals to supplement income to an amount no greater than the employee's regular gross monthly pay.

ARTICLE 18 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Consistent with the Government Code of the State of California, employees are local miscellaneous members of the Public Employees' Retirement System and are entitled to optional benefits as indicated in all amendments to the contract between the Board of Administration of PERS and the City Council regarding miscellaneous employees.

The retirement formula for miscellaneous members shall be as follows:

1. Employees hired on or before March 21, 2011 (Tier I):

    a. Effective the first full pay period in July 2019, employees in Tier I shall contribute a total of 10.0% to their pension, 8.0% to the employee contribution rate and 2.0% to the employer contribution rate.

    b. The retirement formula will include 3% at 60 years of age and the "Single Highest Year" provision.

2. Employees hired on or after March 22, 2011 but before January 1, 2013 (Tier II):

    a. Effective the first full pay period in July 2019, employees in Tier I shall contribute a total of 9.0% to their pension, 7.0% to the employee contribution rate and 2.0% to the employer contribution rate.

    b. The retirement formula will include 2% at 60 years of age and the "Single Highest Year" provision.

3. Employees hired on or after January 1, 2013:

    A. New members to the public retirement system as defined by Government Code Section 7522.10(f)(1)(2)(3) (Tier III):

        a. Shall pay 50% of the normal cost of defined retirement benefit contribution as determined by CalPERS according to the most recently completed valuation period. Effective the first full pay period in July 2019, Tier III employees shall contribute 2.0% in excess of the 50% of the normal cost statutory percentage determined by CalPERS.

        b. The retirement formula will include 2% at 62 years of age and the "Three Year Averaging" provision.

    B. Classic members as defined by the Public Employees Retirement Law shall be placed in the retirement formula and pay the same reportable compensation to PERS as those employees hired on or after March 22, 2011 (Tier II).

4. The formula for determining the average monthly pay rate when calculating retirement benefits shall be reduced from the "Single Highest Year" provision to "Three Year Averaging" as soon as permitted by PERS.

The City agrees to request an actuarial analysis from CalPERS for the purpose of determining difference in the cost to the City for employee paid employee contributions and employee paid employee employer contributions. After receipt of the analysis, the City and MEA agree to reopen discussions on this single issue.

ARTICLE 19 – PROVISIONS OF LAW

This MOU is subject to all future and current applicable Federal or State laws and regulations.

If any part of the provisions of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected and the NCMEA shall have the right upon request to meet and confer concerning the practical effect of such conflicts on wages, hours or terms and conditions of employment.

ARTICLE 20 – EMPLOYEE AND UNION RIGHTS

Section 1 Employee Rights

Each individual employee shall have the following rights which they may exercise in accordance with law, the National City Civil Service Rules and applicable laws, ordinances, rules and regulations:

A. New Hire Orientation - The City agrees to provide the Union with one hour with each newly hired employee or group of newly hired employees as part of newly hired employees' orientation within the first seven (7) calendar days from their date of hire.

1. The new hire orientation meeting will occur during regular working hours and onsite without loss in compensation for either the newly hired employee or authorized Union representative, officer, steward or member designated to meet with the newly hired employee(s). City representatives will not be present in the meeting.

2. The Union shall have the right to access and use the City's facilities and audio-visual equipment to conduct sessions and separate breakout meetings with newly hired employees.

3. The City shall provide the Union with reasonable advance notice, including at least ten (10) days' advance notice whenever possible, of the date and time of the new employee orientation meeting.

4. The City shall provide the Union designee an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting.

B. New Hire Information - The City shall provide the Union with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days.

C. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of their department head, their supervisor, other employees or employee organizations, with respect to membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

D. The right to represent themselves individually in their employee relations with the City. Whenever a City employee desires to represent themselves in consulting with City management during their regular hours of work, they shall first request and obtain from their department head permission to take time off to do so.

E. The right to confidentiality of personal information including information provided on the employee's paycheck. It shall be the responsibility of each department to ensure that this right is protected.

Section 2 Union Rights

A. The right for SEIU to use City facilities to hold official scheduled meetings.

B. The right to designate authorized representative who shall have access to work locations and employees subject to department head approval, when such access does not unduly interfere with departmental operations and is in the course of grievance resolution.

C. The right to post information concerning elections, benefits, notices, reports, programs and promotions.

D. The right to notice by the City of new employees in this unit.

E. The Personnel Office shall distribute informational materials provided by the Union to new employees during the in-processing orientation.

Section 2 Association Rights (continued)

F. The Union may designate a steward to represent employees from their respective areas in meeting with management on appeals of discipline and formal grievances. The appropriate steward shall request in writing and shall be allowed reasonable time off during duty hours for this purpose, provided the time requested does not substantially impact departmental operations. In the event the steward cannot be released as requested, the supervisor shall provide an alternate time within the next forty-eight (48) hours. Stewards shall be designated in advance by written notice from SEIU to the Human Resources Director and the Steward's Department Director.

G. The Union shall be allowed the use of the City's intranet for the purposes of Union Communications. As the City Manager's Designee, the Human Resources Director will provide final review and approval of all related content/information.

H. SEIU 221 shall be entitled to hold five (5) one-hour meetings annually.

Section 3 Labor Management Committee

The City and the Union agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter or amend this agreement.

The Committee shall be composed of the president of the Union or their designee, a designated representative, and one other member. In addition, the City shall appoint the Director of Human Resources or their designee and one other management employee.

Meetings shall be held when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed.

It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations. Therefore, the parties agree to only issue joint statements, when necessary, on the results of the Committee.

The City and the Union agree to refer the Union proposal regarding reclassifications/salary adjustments to the Labor Management committee for resolution.

Section 4 Time Off to Vote in Statewide Election

The City will comply with California Elections Code sections 14000 regarding employees' right to paid time off from work to vote in a State-wide election.

Section 5 AB 119 Employee Information

Assembly Bill 119 requires public employers to provide the union representative with the name, job title, department, work location, work and home address, personal cellular telephone number and personal email address on file with the employer of newly hired employees within 30 days of hire or by the first pay period of the month following hire. Additionally, public employers must provide this

information to the union representative for all employees in the bargaining unit at least once every 120 days, unless the parties can agree to different time frames.

ARTICLE 21 – WAGE AND SALARY SCHEDULE

Section 1 Classification and Base Wage Ranges

Effective with the start of the first full pay period in July 2025, the following employee classifications shall receive the increases set out below that were determined to be necessary to bring those classifications up to the market median. Effective the first full pay period starting in July 2026, all employee classifications shall receive a further 5.0% wage increase. Effective the first full pay period starting in July 2027, all employee classifications shall receive a further 5.0% salary increase.

Class Title	Range Max	# of Obs.	Market Median	% +/- Median
Accountant	$7,463.25	17	$7,533.00	-0.90%
Accounting Assistant	$5,297.03	18	$5,688.00	-7.40%
Administrative Secretary	$5,116.97	12	$5,825.30	-13.80%
Administrative Technician	$6,439.85	7	$6,449.00	-0.10%
Animal Regulations Officer	$5,605.37	4	$5,803.09	-3.50%
Assistant Planner	$7,468.76	16	$7,540.09	-1.00%
Associate Engineer- Civil	$10,294.58	17	$10,666.00	-3.60%
Associate Planner	$8,253.30	19	$8,670.00	-5.00%
Building Inspector	$7,575.33	13	$7,801.00	-3.00%
Buyer	$6,829.37	8	$6,888.50	-0.90%
Civil Engineering Technician	$6,893.67	16	$7,275.50	-5.50%
Code Conformance Officer I	$6,327.78	17	$6,664.67	-5.30%
Code Conformance Officer II	$6,939.61	18	$7,107.50	-2.40%
Community Development Specialist II	$7,474.89	6	$7,644.50	-2.30%
Crime & Intelligence Analyst	$7,764.57	5	$7,810.51	-0.60%
Crime Analyst	$7,316.26	8	$7,706.25	-5.30%
Crime Scene Specialist	$6,895.51	9	$7,268.00	-5.40%
Custodian	$4,027.43	9	$4,213.73	-4.60%
Equipment Mechanic I	$5,938.26	16	$6,349.00	-6.90%
Equipment Mechanic II	$6,526.21	13	$6,773.00	-3.80%
Equipment Operator	$5,747.18	18	$5,894.50	-2.60%
Executive Secretary	$5,903.35	19	$6,188.00	-4.80%
Fire Inspector I	$7,386.08	17	$7,758.40	-5.00%
Fire Inspector II	$7,968.51	12	$8,304.50	-4.20%
Housing Specialist	$7,599.21	7	$7,676.00	-1.00%
Lead Equipment Mechanic	$7,143.55	12	$7,452.87	-4.30%
Lead Tree Trimmer	$5,866.61	5	$6,500.00	-10.80%
Library Assistant	$4,365.50	6	$4,679.16	-7.2%
Maintenance Worker	$4,933.24	19	$5,261.00	-6.60%
Park Caretaker	$4,861.58	15	$5,005.17	-3.00%
Park Supervisor	$7,725.99	14	$7,922.50	-2.50%
Parks Equipment Operator	$5,653.47	18	$5,755.50	-1.80%
Permit Technician	$5,916.21	13	$6,417.13	-8.50%

Class Title	Range Max	# of Obs.	Market Median	% +/- Median
Planning Technician	$5,905.19	12	$6,482.81	-9.80%
Police Dispatcher	$7,103.13	10	$7,423.00	-4.50%
Police Records Clerk	$4,591.50	10	$4,758.00	-3.60%
Property & Evidence Specialist I	$4,958.96	10	$5,059.24	-2.00%
Property & Evidence Unit Supervisor	$6,779.76	6	$6,843.51	-0.90%
Property Agent	$7,711.29	6	$8,282.50	-7.40%
Recreation Center Supervisor	$6,636.45	6	$7,006.34	-5.60%
Recreation Leader II	$3,753.67	8	$3,878.00	-3.30%
Recreation Specialist	$3,784.91	10	$4,428.67	-17.00%
Recreation Supervisor	$7,042.50	11	$7,370.00	-4.70%
Senior Building Inspector	$8,301.07	12	$8,838.29	-6.50%
Senior Code Conformance Officer	$7,586.35	8	$8,031.64	-5.90%
Senior Construction Inspector	$8,383.75	7	$8,521.07	-1.60%
Senior Equipment Operator	$6,404.94	8	$6,496.00	-1.40%
Senior Librarian	$8,185.32	7	$8,456.93	-3.30%
Senior Office Assistant	$4,845.05	8	$4,998.00	-3.20%
Senior Park Caretaker	$5,212.51	12	$5,898.47	-13.20%
Street Sweeper Operator	$5,750.85	7	$5,807.00	-1.00%
Supervising Custodian	$4,453.70	6	$4,728.06	-6.20%
Traffic Painter	$5,502.81	17	$5,614.00	-2.00%
Training Coordinator	$5,839.05	5	$6,474.00	-10.90%
Tree Trimmer	$5,563.45	15	$5,654.00	-1.60%

Section 2 Equity Wage Increases

The City had a compensation study of MEA represented classifications performed by Ralph Andersen & Associates and provided a copy of the study to MEA. The City agrees to conduct an internal salary survey in each fiscal year of this MOU.

Appendix B to this MOU agreement contains a salary schedule for each year of the agreement term, which lists the five salary steps of each SEIU classification. The wages reflected in Appendix B include the annual increases and equity wage increases as defined in Section 1 above.

ARTICLE 22 – UNIFORMS

The City will pay the yearly cost for uniforms and cleaning for those employees required to wear uniforms as follows:

1. **Public Works Employees/Neighborhood Services**: Public Works and Neighborhood employees assigned to conduct City related work in the field or custodial work in City facilities shall receive five (5) changes of shirts and pants/shorts per week.

2. **Nutrition Center**: Five (5) changes of shirts and pants/shorts per week.

3. **Police Department positions designated by the Chief of Police**: Five (5) sets of required clothing at hire with necessary replacements during ensuing years, and a cleaning allowance of $10 per week. The City will also provide reimbursement for required leather accessories to a maximum of $100 every four (4) years.

4. Fire Department: $850/year allowance will be provided to Fire Inspectors.

   New Fire Inspectors shall receive the following (or equivalent alternatives) upon hire:

   2 Class B shirts with embroidery, associated patches and badging
   3 Pair Class B pants
   Leather belt
   NFPA 1975 compliant work boots
   Cold weather jacket with embroidery and associated patches
   NFPA 1977 compliant brush coat
   NFPA 1971 compliant helmet

5. Fire Inspectors may request that the City replace existing uniform items that are damaged and unusable as a result of a work-related incident. Such replacements shall not reduce the $850 annual allowance**.** If employees are required per CalOSHA regulations to wear safety shoes or other specified footgear, the City will provide it up to a cost per pair of safety shoes or other specified footwear of $200, and up to two (2) pair per calendar year. If an employee wishes to have a pair of boots which costs more than the boots to be paid/provided by the City, the employee may pay the difference, provided the boots meet safety precautions of the City. The City and MEA/SEIU agrees to form a committee to discuss, evaluate, and make recommendations in good faith regarding the list of City provided safety equipment, including safety shoes/footgear, safety glasses, and any other City provided safety items.

All employees of these departments who are provided uniforms must wear the uniform as provided by the City.

With prior approval from the Department Director, uniforms may include, T-shirts with City and/or Department logo identification. Uniform style and fabric (i.e., cotton vs. polyester, etc.) shall be mutually agreed to between the City and MEA. Upon the written approval of the Department Head, employees shall have the option to wear uniform shorts unless proven to be unsafe for the work being performed.

ARTICLE 23 – EQUIPMENT ALLOWANCE

Section 1 Tool Replacement Allowance

Equipment Mechanics, who are required to provide their own tools on the job as a condition of employment.

Essential required tools and tool boxes will be replaced by the City in kind if they are lost due to fire, burglary or robbery of the City facility or some other catastrophe or accident not due to the employee's fault or negligence. An inventory of all employees' tools will be taken by the Public Works Director or his/her designee at least once a year to ensure that the employee has all essential tools on hand.

A tool replacement allowance of $30 per pay period will be paid to the above positions to maintain the essential tools inventory. Failure to maintain the essential tools inventory shall result on loss of tool replacement allowance until such inventory is satisfied.

Beginning with the start of the first pay period in July 2027, a tool replacement allowance of $75 per pay period will be paid to the above positions to maintain the essential tools inventory. Failure to maintain the essential tools inventory shall result on loss of tool replacement allowance until such inventory is satisfied.

The parties agree to reopen negotiations on the tool allowance. The scope of negotiations will include review of the appropriate tools needed for the impacted classifications, the list of required tools, the amount of the tool allowance, and the method of reimbursement for the tool allowance.

Section 2 Safety Glasses and Goggles

Any safety/prescription sunglasses glasses or protective goggles required by the City employees shall be provided at no cost to the employee. Such requirement shall be determined by the department head or the Risk Manager.

ARTICLE 24 - WORK DAY, WORK WEEK, PAY PERIOD AND PAY DAY

Section 1 Workday

The workday shall normally be eight (8) hours, ten (10) hours or twelve (12) hours in length and the normally scheduled workweek is 40 hours. On request by the employee, the scheduled hours of the workweek may be modified by the department director on an individual basis subject to approval by the City Manager only to the extent that City offices maintain current availability to the public and that the modification does not create overtime pay in any given workweek. In making the determination on the acceptability of modification, the department director will consider the effect of the modification on the department's ability to deliver services efficiently and on a timely basis. Approval of any individual request shall not entitle any other employee of the same modification, and the department director may withdraw approval if the modification creates a hardship for the department.

Call-back and on-call time are excluded from the computation of the hours paid for the purposes of overtime. All work days exceeding five (5) hours length shall include at least a 30-minute period for lunch break without pay with the exception of Police Dispatchers. A maximum of fifteen (15) minutes paid time for rest shall be provided for each four (4) consecutive hours work and may be taken as assigned by the employee's supervisor.

Employees who are required to change into protective gear, clothing or equipment at the workplace shall utilize the first fifteen (15) minutes at the start of their shift and the last fifteen (15) minutes at the end of their shift to change into and out of their work clothes.

Police Dispatchers shall work four (4) ten (10) hour or three (3) twelve (12) hour days per week, including two (2) 17.5 minute rest periods, and one-half (1/2) hour paid lunch break.

1) Every effort will be made to have Police Dispatchers receive their paid meal breaks (30 minute break) as circumstances permit but there is no guarantee. Employees are subject to call back from breaks during emergencies and/or when the volume of activity requires such staffing.

2) Employees shall not combine two or more rest periods into one rest period, except as approved by the unit's sworn supervisor or Chief of Police during non-routine and/or unexpected circumstances.

3) Employees shall not save rest / meal periods to justify shortened work days.

Starting and stopping work times are designated by the department director for the scheduled work day. Employees will be notified of their work hours. When there is a change of work hours of over one (1) hour for more than five (5) consecutive working days, the employee will receive a fifteen (15) working day notice before such change is made, unless mutually agreed to by the employee and the supervisor.

The department director retains the right to make immediate changes to resolve unforeseen problems, and will provide at least three (3) day notice in such instance, and pay the first two (2) days worked of the change at the overtime rate.

Section 2 Workweek

The workweek shall consist of seven (7) consecutive calendar days beginning on Tuesday at 7:00 a.m. with at least two (2) consecutive days off.

Section 3 Pay Period

Pay period shall consist of fourteen (14) calendar days commencing 07/01/86.

Section 4 Pay Day

Except in the case of unusual and compelling circumstances or an extreme emergency, pay day shall be every other Wednesday. If Wednesday is a fixed holiday, it shall be the previous work day.

Section 5 Alternate Work Schedules

The City and SEIU agree to implement a 4/10 work schedule. The target turn-on date will be mid-late February, 2006.

The City Manager has the ability to discontinue the 4/10 schedule with thirty days' notice and will meet and confer should such discontinuation be deemed necessary. The City Manager has sole discretion to exempt any position or group of positions from 4/10 in order to fulfill delivery of City services.

The City and SEIU will work jointly on the development of an optional flexible workweek schedule program (including a 4/10 option) for Library Department employees. If agreement is reached by the City and MEA, the terms of the flexible workweek schedule program will be incorporated by side letter.

The City and SEIU agree to incorporate the 9/80 side letter, with the provision that should a 4/10 schedule be unsuccessful the City will revert to the former 9/80 work schedule.

ARTICLE 25 – PAY DIFFERENTIALS

Section 1 Bilingual Pay

Current employees in designated positions who have successfully completed a Bilingual Performance Evaluation administered by the Human Resources Department or provided other evidence acceptable to the Human Resources Department of their competence, who are regularly required to use their bilingual skills in Spanish, Tagalog or any other second language approved by the Human Resources Director, shall receive a Bilingual pay differential of $50 per pay period, increasing to $150 per pay period with the beginning of the first full pay period in July, 2025. This differential would be subject to termination, if due to change in assignment or position, the skill is no longer required by the City.

Beginning with the start of the first full pay period in July 2025, Part-Time Temporary employees who qualify for bilingual pay per the requirements described above, shall receive bilingual pay of $1.88 per hour.

Each Department Director shall recommend the position to receive bilingual pay in writing to the Human Resources Director for approval. Positions receiving bilingual pay shall be reviewed annually by the Human Resources Director and an MEA Representative.

Section 2 Acting Assignment Pay

Effective the first full pay period in October 2018, for acting assignments where the first day of the acting assignment is on or after October 9, 2018, when an employee is officially assigned to perform the full range of duties of a higher paid classification for a period exceeding forty (40) consecutive hours, such employee shall be compensated with a minimum of five (5) percent above the employee's current base hourly rate starting with the first hour of the assignment, increasing to the higher of 5% or the pay at the first step of the higher position effective with the beginning of the first full pay period in July, 2025.Beginning with the first full pay period after six (6) consecutive months in the acting assignment, the employee shall be compensated with a minimum of ten (10) percent of the employee's base rate. The duration of acting pay assignments shall not exceed nine hundred and sixty (960) hours in a fiscal year.

Section 3 Sign Language Pay

Employees possessing sign language skills may register with the Human Resources Department and be called to use those skills on an on-call basis. Employees who are called shall be paid $20 per occurrence while on City time and $30 per occurrence when not on City time.

Section 4 Shift Differential

Employees shall receive a shift differential of 2.0% of base pay for all hours of their regular shift if the majority of their regularly scheduled shift is between 10:00 p.m. and 6:00 a.m. the next day. This shall increase to 6% of base pay effective with the beginning of the first full pay period in July 2025.

Section 5 Trainer Assignment Pay for Dispatchers

Dispatchers in the Police Department shall receive Trainer Assignment Pay equal to three percent (3%) of base salary when assigned as a trainer for other dispatchers and the training is anticipated to last at least one month. This pay differential will be determined on a daily basis and will not apply to days when the trainer is absent from work or otherwise not engaged in performing the training function. This pay shall increase to 6% of base pay, effective with the beginning of the first full pay period in July 2025.

ARTICLE 26 – GRIEVANCE PROCEDURE

Section 1 Purpose

The purposes and objectives of the grievance procedure are to:

A. assure just treatment of all employees and promote harmonious relations among employees, supervisors and management;

B. encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary; and

C. resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar complaints.

Section 2 Reviewable and Non-Reviewable Grievances

To be reviewable under the procedure, a grievance must:

A. concern matters or incidents that have occurred directly to the grievant and grievance is presented to immediate supervisor within thirty (30) calendar days; and

B. result from an act or omission by management in violation of this MOU, other official City policies, rules and regulations or Council resolutions relating to employer-employee relations; and

C. arise out of a specific situation, act or acts complained of as being violated which resulted in inequity or damage to the employee; and

D. specify the provision allegedly violated and the relief sought.

A grievance is not reviewable under this procedure if it is a matter which:

A. is reviewable under, or is subject to some other administrative procedure and/or Personnel rules and regulations of the City, such as:

   1. applications for changes in title, job classification, or salary;

   2. appeals arising from termination of employment during probationary period.

B. would require a change in prevailing ordinances, resolutions, or contracts or to circumvent existing avenues of relief where appeal procedures have been prescribed;

C. would require the "meet and confer" process for desired change.

Section 3 Determination of Reviewability

Once a formal written grievance is received by the Department Director, it shall be reviewed by the Human Resources Director as to whether it is a grievable issue. Such determination shall be final unless the Association is not in agreement, then the final determination shall be made by the City Attorney.

Section 4 Consolidation of Grievances

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance shall, whenever possible, be handled as a single grievance.

A. **Settlement**. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grievant party fails to present the matter to a higher authority within the prescribed period of time. No settlement to any grievance shall be considered precedential or bind the Association to any interpretation of this agreement, rules, regulations or policies of the City or Department without the Association's express written consent.

B. **Reprisal**. The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal by the grievant's supervisor, superior or department head, provided the employee observes the provisions of this grievance procedure.

Section 5 Grievance Procedure

The following procedure shall be followed by a grievant submitting a grievance:

1. **Step One**: Discussion with Supervisor. The grievant shall orally present the grievance to the employee's supervisor within thirty (30) calendar days after the grievant knows or reasonably should have known the event or events on which the grievance is based. Within fifteen (15) calendar days, the supervisor shall give a decision to the grievant orally. Any agreement between the grievant and the supervisor shall be subject to the approval of the Department Director before it shall be deemed to "settle" the grievance.

2. **Step Two**: Written Grievance to Department Director. If the grievant and supervisor cannot reach an agreement as to a solution of the grievance or the grievant has not received a decision within fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the Department Director. The Director shall hear the grievance and give written decision to the grievant within fifteen (15) calendar days after receiving the grievance.

3. **Step Three**: Grievance to City Manager. If the grievant and the Department Director cannot reach an agreement as to the solution of the grievance or the grievant has not received a decision from the Director within the fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the City Manager. The City Manager shall hear the grievance and give a written decision to the grievant within fifteen (15) calendar days after receiving the grievance. The City Manager may designate another executive employee or a non-employee of his choosing to act on his behalf.

Section 5 Grievance Procedure

At the hearing before the City Manager or his/her designee, the grievant may be represented by an Association representative, or an attorney, and may produce on their behalf, relevant oral or documentary evidence. Witnesses may be permitted. The hearing need not be conducted according to the technical rules relating to evidence and witness. The parties may submit opening briefs to the City Manager (or designee) at the commencement of the hearing. Unless otherwise agreed to by the parties, closing briefs will not be permitted. The parties have the right to present a closing argument to the City Manager (or designee) after both parties rest their case. A record of the proceedings shall be maintained, with transcripts to be made available at cost to the grievant. The City Manager (or designee) shall thereafter make written findings of fact and a disposition of the grievance. The decision of the City Manager (or designee) shall be final.

Section 6 Special Provisions of the Grievance Procedure

A. Grievances may be initiated only by a grievant.

B. **Prompt Presentation**. The employee shall discuss the grievance with the employee's immediate supervisor promptly within thirty (30) days after the act or omission of management causing the alleged grievance.

C. **Prescribed form**. The written grievance shall be submitted on a form prescribed by the City for this purpose. Departments shall maintain an adequate supply of such forms.

D. **Employee Representative**. The employee may be self-represented or may choose someone as a representative at any step of this grievance procedure.

E. **Statement of Grievance**. The grievance shall contain a statement of:

1. Specific situation, act or acts complained of as violation of this Agreement, or written rules, regulations or policies;

2. The damage suffered by the employee; and

3. The relief sought.

F. A grievance may be discussed and processed on City time, except that no overtime, or additional compensation shall be allowed if the proceedings extend beyond the employee's or representative's workday or workweek. The employee and representative shall cooperate with the Department in such a manner that there will be a minimum of interference with the normal operations of the Department's work.

G. **Extension of Time**. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved.

ARTICLE 27 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the CITY has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the CITY shall include, but not be limited to the right:

To determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce reasonable dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; to modify shift work time of a classification or position, when such modification will aid the City in its delivery of services to the public; determine the content and intent of job classifications; approve or disapprove secondary employment held by departmental employees; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Those inherent managerial functions, prerogatives and policy making right whether listed above or not which the CITY has not expressly modified or restricted by a specific provision of this Agreement shall be carried out in accordance with applicable Civil Service Rules.

In exercising these rights the City shall comply with all applicable provisions of this MOU and all applicable laws. The exercise of said rights shall not preclude employees or their representatives from meeting and conferring as required by law with City management representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Such meeting and conferring shall take place prior to implementation except in case of emergency or unforeseen circumstance. In the event of emergency or unforeseen circumstance the City will meet and confer with NCMEA as soon as possible after implementation.

ARTICLE 28 – OBLIGATION TO SUPPORT

Section 1

The parties agree that subsequent to the execution of this MOU and during the period of time said MOU is pending before the City Council for action, neither the NCMEA, nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this MOU in its entirety.

Section 2

During the term of this MOU, NCMEA, its officers, agents and members agree that they shall neither engage in, nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work.

Section 3

During the term of this MOU, if an employee participates in any manner in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or participates in any manner in any picketing other than informational or impediment to work in support of any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or induces other employees of the City to engage in such activities, such employee shall be subject to any action or remedy legally available to the City.

ARTICLE 29 – AGREEMENT, MODIFICATION, WAIVER

A. This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded, or terminated in their entirety.

B. No agreement, alteration, understanding, variation, waiver of modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by the City Council.

C. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcements of all of its terms and provisions.

D. The provisions of this MOU shall not be revised during the term of this MOU without mutual written approval of the parties except as set out in Article 19 of this MOU, or in the event that the City determines that a citywide lay-off is necessary.

ARTICLE 30 – DURATION OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective July 1, 2025 and shall remain in full force and effect until June 30, 2025, with its terms continuing in effect thereafter, until a successor agreement is agreed to and approved, or impasse proceedings are completed.

Both parties mutually agree to begin a good faith meet and confer process for the successor MOU by February 1, 2028, and strive to complete negotiations and have a successor MOU approved by June 30, 2028

The City shall provide SEIU with a survey on March 1, 2026 and again on March 1, 2027, for the MEA represented bargaining unit based on wages and benefits in effect in the following survey agencies, based on compensation known and in effect as of July 1 of the applicable year: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, Oceanside, Poway, City of San Diego, San Marcos, Santee, Solana Beach, Vista and County of San Diego.

ARTICLE 31 – DEFINITIONS

Refer to definitions contained in the Civil Service Rules.

ARTICLE 32 – INCENTIVE PAY

A. Notary Incentive Pay: The Police Chief shall designate one employee in the Police Department who is Notary Public in California to perform notary services for the Police Department. Effective with the beginning of the first full pay period in July 2025, the designated employee shall receive Notary Incentive Pay of $200 per month if the employee maintains a satisfactory rating on their annual performance evaluation.

B. <u>Residential Incentive Pay:</u> Effective with the beginning of the first full pay period in July 2026, employees who maintain their primary residence within the City of National City, CA and whose primary work location is in National City, CA, are eligible for Residential Pay. The Residential Incentive Pay shall be $100 per pay period. Employees shall provide reasonable documentation to the City's Human Resources Department verifying their residency within the City of National City, CA.

Part-Time Temporary Employees shall be eligible for Residential Incentive Pay in the same manner as full time employees described in this section. Part-Time Temporary employees shall receive Residential Incentive Pay of $1.15 per hour.

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ABANDONED VEHICLE ABATEMENT OFFICER	STEP A	$ 24.27	$1,941.92	$4,207.49	$50,489.92
	STEP B	$ 25.48	$2,038.59	$4,416.95	$53,003.39
	STEP C	$ 26.75	$2,140.35	$4,637.43	$55,649.15
	STEP D	$ 28.10	$2,248.05	$4,870.77	$58,449.25
	STEP E	$ 29.50	$2,359.98	$5,113.30	$61,359.58
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR	STEP A	$ 34.28	$2,742.43	$5,941.94	$71,303.23
	STEP B	$ 36.00	$2,879.81	$6,239.58	$74,875.01
	STEP C	$ 37.80	$3,023.97	$6,551.93	$78,623.17
	STEP D	$ 39.68	$3,174.06	$6,877.14	$82,525.66
	STEP E	$ 41.66	$3,332.64	$7,220.72	$86,648.64
ACCOUNTANT	STEP A	$ 35.75	$2,860.35	$6,197.42	$74,369.01
	STEP B	$ 37.54	$3,003.36	$6,507.29	$78,087.46
	STEP C	$ 39.42	$3,153.53	$6,832.65	$81,991.84
	STEP D	$ 41.39	$3,311.21	$7,174.29	$86,091.43
	STEP E	$ 43.46	$3,476.77	$7,533.00	$90,396.00
ACCOUNTANT TRAINEE	STEP A	$ 30.11	$2,409.17	$5,219.86	$62,638.37
	STEP B	$ 31.61	$2,528.74	$5,478.93	$65,747.14
	STEP C	$ 33.20	$2,655.94	$5,754.53	$69,054.34
	STEP D	$ 34.86	$2,789.07	$6,042.99	$72,515.87
	STEP E	$ 36.60	$2,928.14	$6,344.31	$76,131.74
ACCOUNTING ASSISTANT	STEP A	$ 27.00	$2,159.78	$4,679.53	$56,154.38
	STEP B	$ 28.35	$2,267.77	$4,913.51	$58,962.10
	STEP C	$ 29.76	$2,381.16	$5,159.18	$61,910.20
	STEP D	$ 31.25	$2,500.22	$5,417.14	$65,005.71
	STEP E	$ 32.82	$2,625.23	$5,688.00	$68,256.00
ADMINISTRATIVE SECRETARY	STEP A	$ 27.65	$2,211.92	$4,792.49	$57,509.86
	STEP B	$ 29.03	$2,322.51	$5,032.11	$60,385.36
	STEP C	$ 30.48	$2,438.64	$5,283.72	$63,404.63
	STEP D	$ 32.01	$2,560.57	$5,547.90	$66,574.86
	STEP E	$ 33.61	$2,688.60	$5,825.30	$69,903.60
ADMINISTRATIVE TECHNICIAN	STEP A	$ 30.61	$2,448.74	$5,305.61	$63,667.30
	STEP B	$ 32.14	$2,571.18	$5,570.89	$66,850.66
	STEP C	$ 33.75	$2,699.74	$5,849.43	$70,193.20
	STEP D	$ 35.43	$2,834.73	$6,141.90	$73,702.86
	STEP E	$ 37.21	$2,976.46	$6,449.00	$77,388.00

APPENDIX "B" **EFFECTIVE JULY 8, 2025**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR	STEP A	$ 20.45	$1,635.79	$3,544.22	$42,530.59
	STEP B	$ 21.48	$1,718.05	$3,722.44	$44,669.25
	STEP C	$ 22.55	$1,803.70	$3,908.01	$46,896.10
	STEP D	$ 23.67	$1,893.58	$4,102.77	$49,233.18
	STEP E	$ 24.86	$1,988.56	$4,308.55	$51,702.56
ANIMAL REGULATIONS OFFICER	STEP A	$ 27.54	$2,203.48	$4,774.22	$57,290.60
	STEP B	$ 28.92	$2,313.66	$5,012.93	$60,155.13
	STEP C	$ 30.37	$2,429.34	$5,263.57	$63,162.88
	STEP D	$ 31.89	$2,550.81	$5,526.75	$66,321.03
	STEP E	$ 33.48	$2,678.35	$5,803.09	$69,637.08
ASSISTANT ENGINEER-CIVIL	STEP A	$ 43.32	$3,465.78	$7,509.18	$90,110.18
	STEP B	$ 45.48	$3,638.77	$7,884.00	$94,607.97
	STEP C	$ 47.77	$3,821.94	$8,280.86	$99,370.34
	STEP D	$ 50.16	$4,012.74	$8,694.26	$104,331.14
	STEP E	$ 52.66	$4,212.86	$9,127.87	$109,534.46
ASSISTANT PLANNER	STEP A	$ 35.79	$2,863.04	$6,203.25	$74,439.01
	STEP B	$ 37.58	$3,006.19	$6,513.41	$78,160.96
	STEP C	$ 39.46	$3,156.50	$6,839.08	$82,069.01
	STEP D	$ 41.43	$3,314.33	$7,181.04	$86,172.46
	STEP E	$ 43.50	$3,480.04	$7,540.09	$90,481.08
ASSISTANT TREE TRIMMER	STEP A	$ 25.29	$2,023.33	$4,383.88	$52,606.53
	STEP B	$ 26.57	$2,125.94	$4,606.19	$55,274.34
	STEP C	$ 27.90	$2,231.94	$4,835.86	$58,030.34
	STEP D	$ 29.29	$2,343.02	$5,076.55	$60,918.62
	STEP E	$ 30.76	$2,460.90	$5,331.94	$63,983.30
ASSOCIATE ENGINEER-CIVIL	STEP A	$ 50.62	$4,049.97	$8,774.94	$105,299.34
	STEP B	$ 53.16	$4,252.47	$9,213.69	$110,564.30
	STEP C	$ 55.81	$4,465.10	$9,674.38	$116,092.52
	STEP D	$ 58.60	$4,688.35	$10,158.10	$121,897.14
	STEP E	$ 61.53	$4,922.77	$10,666.00	$127,992.00
ASSOCIATE PLANNER	STEP A	$ 41.15	$3,292.08	$7,132.83	$85,593.97
	STEP B	$ 43.21	$3,456.68	$7,489.47	$89,873.66
	STEP C	$ 45.37	$3,629.51	$7,863.95	$94,367.35
	STEP D	$ 47.64	$3,810.99	$8,257.14	$99,085.71
	STEP E	$ 50.02	$4,001.54	$8,670.00	$104,040.00

APPENDIX "B" **EFFECTIVE JULY 8, 2025**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
BUILDING INSPECTOR	STEP A	$ 37.03	$2,962.11	$6,417.90	$77,014.82
	STEP B	$ 38.88	$3,110.21	$6,738.80	$80,865.57
	STEP C	$ 40.82	$3,265.72	$7,075.74	$84,908.84
	STEP D	$ 42.86	$3,429.01	$7,429.52	$89,154.29
	STEP E	$ 45.01	$3,600.46	$7,801.00	$93,612.00
BUILDING INSPECTOR/ PLAN CHECKER	STEP A	$ 38.18	$3,054.50	$6,618.07	$79,416.90
	STEP B	$ 40.09	$3,207.14	$6,948.79	$83,385.54
	STEP C	$ 42.09	$3,367.41	$7,296.05	$87,552.61
	STEP D	$ 44.19	$3,535.31	$7,659.84	$91,918.11
	STEP E	$ 46.41	$3,712.54	$8,043.85	$96,526.14
BUILDING TRADE SPECIALIST	STEP A	$ 29.14	$2,331.15	$5,050.83	$60,609.95
	STEP B	$ 30.59	$2,447.33	$5,302.54	$63,630.53
	STEP C	$ 32.13	$2,570.29	$5,568.96	$66,827.49
	STEP D	$ 33.73	$2,698.34	$5,846.39	$70,156.74
	STEP E	$ 35.41	$2,833.17	$6,138.53	$73,662.37
BUYER	STEP A	$ 32.70	$2,615.62	$5,667.19	$68,006.23
	STEP B	$ 34.33	$2,746.41	$5,950.55	$71,406.54
	STEP C	$ 36.05	$2,883.73	$6,248.07	$74,976.87
	STEP D	$ 37.85	$3,027.91	$6,560.48	$78,725.71
	STEP E	$ 39.74	$3,179.31	$6,888.50	$82,662.00
CARPENTER	STEP A	$ 28.38	$2,270.10	$4,918.54	$59,022.50
	STEP B	$ 29.80	$2,383.73	$5,164.74	$61,976.93
	STEP C	$ 31.28	$2,502.45	$5,421.97	$65,063.65
	STEP D	$ 32.85	$2,627.95	$5,693.90	$68,326.75
	STEP E	$ 34.48	$2,758.54	$5,976.85	$71,722.14
CIVIL ENGINEERING TECHNICIAN	STEP A	$ 34.53	$2,762.57	$5,985.57	$71,826.86
	STEP B	$ 36.26	$2,900.70	$6,284.85	$75,418.21
	STEP C	$ 38.07	$3,045.74	$6,599.09	$79,189.12
	STEP D	$ 39.98	$3,198.02	$6,929.05	$83,148.57
	STEP E	$ 41.97	$3,357.92	$7,275.50	$87,306.00
CODE CONFORMANCE OFFICER I	STEP A	$ 31.63	$2,530.63	$5,483.04	$65,796.49
	STEP B	$ 33.21	$2,657.17	$5,757.19	$69,086.31
	STEP C	$ 34.88	$2,790.02	$6,045.05	$72,540.63
	STEP D	$ 36.62	$2,929.53	$6,347.30	$76,167.66
	STEP E	$ 38.45	$3,076.00	$6,664.67	$79,976.04

APPENDIX "B" **EFFECTIVE JULY 8, 2025**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CODE CONFORMANCE OFFICER I - PT	STEP A	$ 31.63	$2,530.63	$5,483.04	$65,796.49
	STEP B	$ 33.21	$2,657.17	$5,757.19	$69,086.31
	STEP C	$ 34.88	$2,790.02	$6,045.05	$72,540.63
	STEP D	$ 36.62	$2,929.53	$6,347.30	$76,167.66
	STEP E	$ 38.45	$3,076.00	$6,664.67	$79,976.04
CODE CONFORMANCE OFFICER II	STEP A	$ 33.73	$2,698.78	$5,847.36	$70,168.29
	STEP B	$ 35.42	$2,833.72	$6,139.73	$73,676.71
	STEP C	$ 37.19	$2,975.41	$6,446.71	$77,360.54
	STEP D	$ 39.05	$3,124.18	$6,769.05	$81,228.57
	STEP E	$ 41.00	$3,280.38	$7,107.50	$85,290.00
CODE CONFORMANCE OFFICER II - PT	STEP A	$ 33.73	$2,698.78	$5,847.36	$70,168.29
	STEP B	$ 35.42	$2,833.72	$6,139.73	$73,676.71
	STEP C	$ 37.19	$2,975.41	$6,446.71	$77,360.54
	STEP D	$ 39.05	$3,124.18	$6,769.05	$81,228.57
	STEP E	$ 41.00	$3,280.38	$7,107.50	$85,290.00
COMMUNITY DEVELOPMENT SPECIALIST I	STEP A	$ 32.12	$2,569.44	$5,567.12	$66,805.44
	STEP B	$ 33.73	$2,698.34	$5,846.39	$70,156.74
	STEP C	$ 35.40	$2,832.32	$6,136.69	$73,640.32
	STEP D	$ 37.17	$2,973.94	$6,443.53	$77,322.34
	STEP E	$ 39.03	$3,122.34	$6,765.06	$81,180.74
COMMUNITY DEVELOPMENT SPECIALIST II	STEP A	$ 36.28	$2,902.68	$6,289.15	$75,469.79
	STEP B	$ 38.10	$3,047.82	$6,603.61	$79,243.28
	STEP C	$ 40.00	$3,200.21	$6,933.79	$83,205.44
	STEP D	$ 42.00	$3,360.22	$7,280.48	$87,365.71
	STEP E	$ 44.10	$3,528.23	$7,644.50	$91,734.00
COMMUNITY SERVICES OFFICER	STEP A	$ 25.65	$2,052.01	$4,446.02	$53,352.21
	STEP B	$ 26.94	$2,155.11	$4,669.41	$56,032.93
	STEP C	$ 28.28	$2,262.70	$4,902.52	$58,830.21
	STEP D	$ 29.70	$2,375.89	$5,147.76	$61,773.18
	STEP E	$ 31.18	$2,494.69	$5,405.15	$64,861.83
CONSTRUCTION INSPECTOR	STEP A	$ 34.76	$2,780.59	$6,024.62	$72,295.39
	STEP B	$ 36.49	$2,918.82	$6,324.10	$75,889.22
	STEP C	$ 38.31	$3,064.67	$6,640.12	$79,681.47
	STEP D	$ 40.23	$3,218.16	$6,972.68	$83,672.16
	STEP E	$ 42.24	$3,379.28	$7,321.77	$87,861.28

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CRIME & INTELLIGENCE ANALYST	STEP A	$ 37.07	$2,965.72	$6,425.73	$77,108.71
	STEP B	$ 38.93	$3,114.01	$6,747.01	$80,964.15
	STEP C	$ 40.87	$3,269.71	$7,084.36	$85,012.35
	STEP D	$ 42.91	$3,433.19	$7,438.58	$89,262.97
	STEP E	$ 45.06	$3,604.85	$7,810.51	$93,726.12
CRIME ANALYST	STEP A	$ 36.58	$2,926.13	$6,339.95	$76,079.41
	STEP B	$ 38.41	$3,072.44	$6,656.95	$79,883.38
	STEP C	$ 40.33	$3,226.06	$6,989.80	$83,877.55
	STEP D	$ 42.34	$3,387.36	$7,339.29	$88,071.43
	STEP E	$ 44.46	$3,556.73	$7,706.25	$92,475.00
CRIME SCENE SPECIALIST	STEP A	$ 34.50	$2,759.72	$5,979.40	$71,752.82
	STEP B	$ 36.22	$2,897.71	$6,278.37	$75,340.46
	STEP C	$ 38.03	$3,042.60	$6,592.29	$79,107.48
	STEP D	$ 39.93	$3,194.73	$6,921.90	$83,062.86
	STEP E	$ 41.93	$3,354.46	$7,268.00	$87,216.00
CUSTODIAN	STEP A	$ 20.00	$1,599.99	$3,466.65	$41,599.75
	STEP B	$ 21.00	$1,679.99	$3,639.98	$43,679.74
	STEP C	$ 22.05	$1,763.99	$3,821.98	$45,863.73
	STEP D	$ 23.15	$1,852.19	$4,013.08	$48,156.91
	STEP E	$ 24.31	$1,944.80	$4,213.73	$50,564.76
DISHWASHER - PT	STEP A	$ 17.50	$1,400.05	$3,033.44	$36,401.25
	STEP B	$ 18.38	$1,470.43	$3,185.94	$38,231.23
	STEP C	$ 19.30	$1,544.21	$3,345.78	$40,149.41
	STEP D	$ 20.28	$1,622.22	$3,514.82	$42,177.82
	STEP E	$ 21.30	$1,703.63	$3,691.20	$44,294.43
ELECTRICIAN	STEP A	$ 31.49	$2,519.41	$5,458.72	$65,504.61
	STEP B	$ 33.07	$2,645.76	$5,732.48	$68,789.76
	STEP C	$ 34.72	$2,777.20	$6,017.27	$72,207.20
	STEP D	$ 36.45	$2,916.27	$6,318.59	$75,823.07
	STEP E	$ 38.28	$3,062.13	$6,634.61	$79,615.33
EQUIPMENT MECHANIC I	STEP A	$ 30.13	$2,410.77	$5,223.34	$62,680.06
	STEP B	$ 31.64	$2,531.31	$5,484.50	$65,814.06
	STEP C	$ 33.22	$2,657.88	$5,758.73	$69,104.76
	STEP D	$ 34.88	$2,790.77	$6,046.67	$72,560.00
	STEP E	$ 36.63	$2,930.31	$6,349.00	$76,188.00

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC II	STEP A	$ 32.15	$2,571.77	$5,572.16	$66,865.97
	STEP B	$ 33.75	$2,700.36	$5,850.77	$70,209.26
	STEP C	$ 35.44	$2,835.37	$6,143.31	$73,719.73
	STEP D	$ 37.21	$2,977.14	$6,450.48	$77,405.71
	STEP E	$ 39.08	$3,126.00	$6,773.00	$81,276.00
EQUIPMENT OPERATOR	STEP A	$ 27.98	$2,238.19	$4,849.42	$58,193.04
	STEP B	$ 29.38	$2,350.10	$5,091.89	$61,102.69
	STEP C	$ 30.85	$2,467.61	$5,346.49	$64,157.82
	STEP D	$ 32.39	$2,590.99	$5,613.81	$67,365.71
	STEP E	$ 34.01	$2,720.54	$5,894.50	$70,734.00
EXECUTIVE CHEF	STEP A	$ 24.45	$1,956.34	$4,238.73	$50,864.74
	STEP B	$ 25.67	$2,053.86	$4,450.02	$53,400.26
	STEP C	$ 26.96	$2,156.46	$4,672.34	$56,068.06
	STEP D	$ 28.31	$2,265.01	$4,907.52	$58,890.21
	STEP E	$ 29.72	$2,377.79	$5,151.88	$61,822.59
EXECUTIVE SECRETARY	STEP A	$ 29.37	$2,349.64	$5,090.88	$61,090.59
	STEP B	$ 30.84	$2,467.12	$5,345.43	$64,145.12
	STEP C	$ 32.38	$2,590.48	$5,612.70	$67,352.38
	STEP D	$ 34.00	$2,720.00	$5,893.33	$70,720.00
	STEP E	$ 35.70	$2,856.00	$6,188.00	$74,256.00
FIRE INSPECTOR I	STEP A	$ 36.82	$2,945.93	$6,382.85	$76,594.26
	STEP B	$ 38.67	$3,093.23	$6,702.00	$80,423.97
	STEP C	$ 40.60	$3,247.89	$7,037.10	$84,445.17
	STEP D	$ 42.63	$3,410.29	$7,388.95	$88,667.43
	STEP E	$ 44.76	$3,580.80	$7,758.40	$93,100.80
FIRE INSPECTOR II	STEP A	$ 39.42	$3,153.29	$6,832.13	$81,985.59
	STEP B	$ 41.39	$3,310.96	$7,173.74	$86,084.87
	STEP C	$ 43.46	$3,476.50	$7,532.43	$90,389.12
	STEP D	$ 45.63	$3,650.33	$7,909.05	$94,908.57
	STEP E	$ 47.91	$3,832.85	$8,304.50	$99,654.00
FOOD SERVICES WORKER	STEP A	$ 19.30	$1,544.21	$3,345.78	$40,149.41
	STEP B	$ 20.11	$1,608.66	$3,485.42	$41,825.06
	STEP C	$ 20.96	$1,676.50	$3,632.41	$43,588.90
	STEP D	$ 21.85	$1,747.73	$3,786.74	$45,440.93
	STEP E	$ 22.78	$1,822.35	$3,948.43	$47,381.15

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FOOD SERVICES WORKER - PT	STEP A	$ 19.30	$1,544.21	$3,345.78	$40,149.41
	STEP B	$ 20.11	$1,608.66	$3,485.42	$41,825.06
	STEP C	$ 20.96	$1,676.50	$3,632.41	$43,588.90
	STEP D	$ 21.85	$1,747.73	$3,786.74	$45,440.93
	STEP E	$ 22.78	$1,822.35	$3,948.43	$47,381.15
GRAFFITI REMOVAL ASSISTANT	STEP A	$ 23.42	$1,873.23	$4,058.67	$48,704.03
	STEP B	$ 24.58	$1,966.51	$4,260.78	$51,129.31
	STEP C	$ 25.81	$2,064.88	$4,473.91	$53,686.88
	STEP D	$ 27.10	$2,168.34	$4,698.06	$56,376.74
	STEP E	$ 28.46	$2,276.88	$4,933.24	$59,198.88
GRAFFITI REMOVAL TECHNICIAN	STEP A	$ 27.67	$2,213.28	$4,795.44	$57,545.28
	STEP B	$ 29.05	$2,324.37	$5,036.13	$60,433.57
	STEP C	$ 30.50	$2,439.70	$5,286.01	$63,432.10
	STEP D	$ 32.03	$2,562.66	$5,552.42	$66,629.06
	STEP E	$ 33.63	$2,690.70	$5,829.86	$69,958.30
HOME DELIVERED MEAL COORDINATOR	STEP A	$ 19.91	$1,592.54	$3,450.51	$41,406.14
	STEP B	$ 20.90	$1,672.26	$3,623.22	$43,478.66
	STEP C	$ 21.94	$1,755.36	$3,803.28	$45,639.36
	STEP D	$ 23.03	$1,842.70	$3,992.53	$47,910.30
	STEP E	$ 24.19	$1,935.14	$4,192.79	$50,313.54
HOME DELIVERED MEAL DRIVER	STEP A	$ 19.60	$1,567.95	$3,397.23	$40,766.75
	STEP B	$ 20.56	$1,645.12	$3,564.43	$42,773.12
	STEP C	$ 21.60	$1,728.22	$3,744.49	$44,933.82
	STEP D	$ 22.68	$1,814.72	$3,931.89	$47,182.72
	STEP E	$ 23.81	$1,904.61	$4,126.65	$49,519.81
HOUSING ASSISTANT	STEP A	$ 24.68	$1,974.14	$4,277.31	$51,327.74
	STEP B	$ 25.93	$2,074.21	$4,494.12	$53,929.41
	STEP C	$ 27.21	$2,176.82	$4,716.43	$56,597.22
	STEP D	$ 28.57	$2,285.36	$4,951.61	$59,419.36
	STEP E	$ 30.01	$2,400.69	$5,201.49	$62,417.89
HOUSING INSPECTOR I	STEP A	$ 32.23	$2,578.77	$5,587.33	$67,047.97
	STEP B	$ 33.85	$2,707.66	$5,866.61	$70,399.26
	STEP C	$ 35.54	$2,843.34	$6,160.58	$73,926.94
	STEP D	$ 37.31	$2,984.96	$6,467.41	$77,608.96
	STEP E	$ 39.18	$3,134.21	$6,790.78	$81,489.41

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR II	STEP A	$ 35.34	$2,827.23	$6,125.67	$73,508.03
	STEP B	$ 37.10	$2,968.00	$6,430.67	$77,168.00
	STEP C	$ 38.96	$3,116.40	$6,752.20	$81,026.40
	STEP D	$ 40.91	$3,272.43	$7,090.27	$85,083.23
	STEP E	$ 42.95	$3,436.10	$7,444.87	$89,338.50
HOUSING SPECIALIST	STEP A	$ 36.43	$2,914.65	$6,315.06	$75,780.77
	STEP B	$ 38.25	$3,060.38	$6,630.82	$79,569.81
	STEP C	$ 40.17	$3,213.40	$6,962.36	$83,548.30
	STEP D	$ 42.18	$3,374.07	$7,310.48	$87,725.71
	STEP E	$ 44.28	$3,542.77	$7,676.00	$92,112.00
JUNIOR ENGINEER-CIVIL	STEP A	$ 36.99	$2,959.52	$6,412.29	$76,947.52
	STEP B	$ 38.84	$3,107.07	$6,731.99	$80,783.87
	STEP C	$ 40.80	$3,263.95	$7,071.90	$84,862.75
	STEP D	$ 42.82	$3,425.92	$7,422.83	$89,073.92
	STEP E	$ 44.97	$3,597.22	$7,793.97	$93,527.62
LEAD EQUIPMENT MECHANIC	STEP A	$ 35.37	$2,829.92	$6,131.49	$73,577.94
	STEP B	$ 37.14	$2,971.42	$6,438.07	$77,256.83
	STEP C	$ 39.00	$3,119.99	$6,759.97	$81,119.67
	STEP D	$ 40.95	$3,275.99	$7,097.97	$85,175.66
	STEP E	$ 43.00	$3,439.79	$7,452.87	$89,434.44
LEAD HAZARD CONTROL PROGRAM CASE MANAGER	STEP A	$ 30.89	$2,471.07	$5,353.99	$64,247.87
	STEP B	$ 32.44	$2,594.88	$5,622.24	$67,466.88
	STEP C	$ 34.05	$2,723.78	$5,901.51	$70,818.18
	STEP D	$ 35.75	$2,860.30	$6,197.33	$74,367.90
	STEP E	$ 37.56	$3,004.46	$6,509.67	$78,116.06
LEAD HAZARD CONTROL PROGRAM COORDINATOR	STEP A	$ 33.80	$2,704.27	$5,859.26	$70,311.07
	STEP B	$ 35.51	$2,840.80	$6,155.07	$73,860.80
	STEP C	$ 37.28	$2,982.42	$6,461.90	$77,542.82
	STEP D	$ 39.15	$3,131.66	$6,785.27	$81,423.26
	STEP E	$ 41.11	$3,288.54	$7,125.18	$85,502.14
LEAD HOUSING INSPECTOR	STEP A	$ 31.96	$2,556.72	$5,539.56	$66,474.72
	STEP B	$ 33.56	$2,684.77	$5,817.00	$69,803.97
	STEP C	$ 35.22	$2,817.90	$6,105.46	$73,265.50
	STEP D	$ 36.98	$2,958.67	$6,410.46	$76,925.47
	STEP E	$ 38.85	$3,107.92	$6,733.83	$80,805.92

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LEAD RISK INSPECTOR/ASSESSOR	STEP A	$ 31.96	$2,556.72	$5,539.56	$66,474.72
	STEP B	$ 33.56	$2,684.77	$5,817.00	$69,803.97
	STEP C	$ 35.22	$2,817.90	$6,105.46	$73,265.50
	STEP D	$ 36.98	$2,958.67	$6,410.46	$76,925.47
	STEP E	$ 38.85	$3,107.92	$6,733.83	$80,805.92
LEAD SAMPLING TECHNICIAN	STEP A	$ 24.96	$1,997.04	$4,326.92	$51,923.04
	STEP B	$ 26.20	$2,096.26	$4,541.89	$54,502.66
	STEP C	$ 27.51	$2,200.56	$4,767.88	$57,214.56
	STEP D	$ 28.90	$2,311.65	$5,008.57	$60,102.85
	STEP E	$ 30.34	$2,426.98	$5,258.45	$63,101.38
LEAD TREE TRIMMER	STEP A	$ 30.85	$2,468.11	$5,347.57	$64,170.79
	STEP B	$ 32.39	$2,591.51	$5,614.94	$67,379.33
	STEP C	$ 34.01	$2,721.09	$5,895.69	$70,748.30
	STEP D	$ 35.71	$2,857.14	$6,190.48	$74,285.71
	STEP E	$ 37.50	$3,000.00	$6,500.00	$78,000.00
LIBRARIAN	STEP A	$ 34.28	$2,742.43	$5,941.94	$71,303.23
	STEP B	$ 36.00	$2,879.81	$6,239.58	$74,875.01
	STEP C	$ 37.80	$3,023.97	$6,551.93	$78,623.17
	STEP D	$ 39.68	$3,174.06	$6,877.14	$82,525.66
	STEP E	$ 41.66	$3,332.64	$7,220.72	$86,648.64
LIBRARIAN - PT	STEP A	$ 34.28	$2,742.43	$5,941.94	$71,303.23
	STEP B	$ 36.00	$2,879.81	$6,239.58	$74,875.01
	STEP C	$ 37.80	$3,023.97	$6,551.93	$78,623.17
	STEP D	$ 39.68	$3,174.06	$6,877.14	$82,525.66
	STEP E	$ 41.66	$3,332.64	$7,220.72	$86,648.64
LIBRARY AIDE - PT	STEP A	$ 17.50	$1,400.05	$3,033.44	$36,401.25
	STEP B	$ 18.38	$1,470.43	$3,185.94	$38,231.23
	STEP C	$ 19.30	$1,544.21	$3,345.78	$40,149.41
	STEP D	$ 20.28	$1,622.22	$3,514.82	$42,177.82
	STEP E	$ 21.30	$1,703.63	$3,691.20	$44,294.43
LIBRARY ASSISTANT	STEP A	$ 22.21	$1,776.72	$3,849.56	$46,194.68
	STEP B	$ 23.32	$1,865.55	$4,042.03	$48,504.41
	STEP C	$ 24.49	$1,958.83	$4,244.14	$50,929.63
	STEP D	$ 25.71	$2,056.77	$4,456.34	$53,476.11
	STEP E	$ 27.00	$2,159.61	$4,679.16	$56,149.92

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LIBRARY ASSISTANT - PT	STEP A	$ 20.72	$1,657.84	$3,591.99	$43,103.84
	STEP B	$ 21.76	$1,740.94	$3,772.05	$45,264.54
	STEP C	$ 22.84	$1,827.44	$3,959.45	$47,513.44
	STEP D	$ 23.99	$1,919.02	$4,157.89	$49,894.62
	STEP E	$ 25.19	$2,014.85	$4,365.50	$52,386.05
LIBRARY CIRCULATION SUPERVISOR	STEP A	$ 29.83	$2,386.27	$5,170.26	$62,043.07
	STEP B	$ 31.31	$2,504.99	$5,427.48	$65,129.79
	STEP C	$ 32.88	$2,630.50	$5,699.41	$68,392.90
	STEP D	$ 34.52	$2,761.94	$5,984.19	$71,810.34
	STEP E	$ 36.25	$2,900.16	$6,283.68	$75,404.16
LIBRARY TECHNICIAN	STEP A	$ 25.06	$2,004.67	$4,343.46	$52,121.47
	STEP B	$ 26.31	$2,104.74	$4,560.26	$54,723.14
	STEP C	$ 27.62	$2,209.89	$4,788.09	$57,457.09
	STEP D	$ 29.01	$2,320.98	$5,028.78	$60,345.38
	STEP E	$ 30.44	$2,435.46	$5,276.82	$63,321.86
LIBRARY TECHNICIAN - PT	STEP A	$ 25.06	$2,004.67	$4,343.46	$52,121.47
	STEP B	$ 26.31	$2,104.74	$4,560.26	$54,723.14
	STEP C	$ 27.62	$2,209.89	$4,788.09	$57,457.09
	STEP D	$ 29.01	$2,320.98	$5,028.78	$60,345.38
	STEP E	$ 30.44	$2,435.46	$5,276.82	$63,321.86
MANAGEMENT ANALYST TRAINEE	STEP A	$ 27.99	$2,239.57	$4,852.40	$58,228.77
	STEP B	$ 29.39	$2,351.50	$5,094.93	$61,139.10
	STEP C	$ 30.86	$2,468.53	$5,348.48	$64,181.73
	STEP D	$ 32.39	$2,591.49	$5,614.89	$67,378.69
	STEP E	$ 34.03	$2,722.08	$5,897.84	$70,774.08
MAINTENANCE WORKER	STEP A	$ 24.97	$1,997.65	$4,328.24	$51,938.85
	STEP B	$ 26.22	$2,097.53	$4,544.65	$54,535.80
	STEP C	$ 27.53	$2,202.41	$4,771.88	$57,262.59
	STEP D	$ 28.91	$2,312.53	$5,010.48	$60,125.71
	STEP E	$ 30.35	$2,428.15	$5,261.00	$63,132.00
NEIGHBORHOOD COUNCIL SPECIALIST	STEP A	$ 28.48	$2,278.58	$4,936.91	$59,242.98
	STEP B	$ 29.90	$2,392.21	$5,183.12	$62,197.41
	STEP C	$ 31.39	$2,510.93	$5,440.34	$65,284.13
	STEP D	$ 32.97	$2,637.28	$5,714.11	$68,569.28
	STEP E	$ 34.62	$2,769.57	$6,000.73	$72,008.77

TITLE			HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
NUTRITION SERVICES SUPERVISOR	STEP A	$	33.01	$2,640.67	$5,721.46	$68,657.47
	STEP B	$	34.65	$2,772.11	$6,006.24	$72,074.91
	STEP C	$	36.39	$2,911.18	$6,307.57	$75,690.78
	STEP D	$	38.20	$3,056.19	$6,621.75	$79,460.99
	STEP E	$	40.12	$3,209.68	$6,954.31	$83,451.68
OFFICE ASSISTANT	STEP A	$	20.62	$1,649.36	$3,573.61	$42,883.36
	STEP B	$	21.68	$1,734.16	$3,757.35	$45,088.16
	STEP C	$	22.74	$1,818.96	$3,941.08	$47,292.96
	STEP D	$	23.88	$1,910.54	$4,139.51	$49,674.14
	STEP E	$	25.07	$2,005.52	$4,345.29	$52,143.52
PARK CARETAKER	STEP A	$	23.76	$1,900.51	$4,117.77	$49,413.19
	STEP B	$	24.94	$1,995.53	$4,323.65	$51,883.85
	STEP C	$	26.19	$2,095.31	$4,539.84	$54,478.04
	STEP D	$	27.50	$2,200.07	$4,766.83	$57,201.94
	STEP E	$	28.88	$2,310.08	$5,005.17	$60,062.04
PARK SUPERVISOR	STEP A	$	37.60	$3,008.24	$6,517.86	$78,214.32
	STEP B	$	39.48	$3,158.66	$6,843.75	$82,125.04
	STEP C	$	41.46	$3,316.59	$7,185.94	$86,231.29
	STEP D	$	43.53	$3,482.42	$7,545.24	$90,542.86
	STEP E	$	45.71	$3,656.54	$7,922.50	$95,070.00
PARKING REGULATIONS OFFICER	STEP A	$	25.90	$2,071.66	$4,488.61	$53,863.26
	STEP B	$	27.20	$2,175.97	$4,714.60	$56,575.17
	STEP C	$	28.56	$2,284.51	$4,949.78	$59,397.31
	STEP D	$	30.00	$2,399.84	$5,199.65	$62,395.84
	STEP E	$	31.49	$2,519.41	$5,458.72	$65,504.61
PARKS EQUIPMENT OPERATOR	STEP A	$	27.32	$2,185.41	$4,735.06	$56,820.77
	STEP B	$	28.68	$2,294.68	$4,971.82	$59,661.81
	STEP C	$	30.12	$2,409.42	$5,220.41	$62,644.90
	STEP D	$	31.62	$2,529.89	$5,481.43	$65,777.14
	STEP E	$	33.20	$2,656.38	$5,755.50	$69,066.00
PERMIT TECHNICIAN	STEP A	$	30.46	$2,436.64	$5,279.39	$63,352.66
	STEP B	$	31.98	$2,558.47	$5,543.36	$66,520.30
	STEP C	$	33.58	$2,686.40	$5,820.53	$69,846.31
	STEP D	$	35.26	$2,820.72	$6,111.55	$73,338.63
	STEP E	$	37.02	$2,961.75	$6,417.13	$77,005.56

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN	STEP A	$ 30.77	$2,461.58	$5,333.42	$64,001.09
	STEP B	$ 32.31	$2,584.66	$5,600.10	$67,201.14
	STEP C	$ 33.92	$2,713.89	$5,880.10	$70,561.20
	STEP D	$ 35.62	$2,849.59	$6,174.10	$74,089.26
	STEP E	$ 37.40	$2,992.07	$6,482.81	$77,793.72
PLANS EXAMINER	STEP A	$ 44.22	$3,537.86	$7,665.35	$91,984.26
	STEP B	$ 46.44	$3,715.09	$8,049.36	$96,592.29
	STEP C	$ 48.75	$3,899.95	$8,449.90	$101,398.75
	STEP D	$ 51.20	$4,095.84	$8,874.32	$106,491.84
	STEP E	$ 53.76	$4,301.06	$9,318.95	$111,827.46
PLUMBER	STEP A	$ 29.19	$2,335.39	$5,060.02	$60,720.19
	STEP B	$ 30.64	$2,451.57	$5,311.73	$63,740.77
	STEP C	$ 32.18	$2,574.53	$5,578.14	$66,937.73
	STEP D	$ 33.80	$2,704.27	$5,859.26	$70,311.07
	STEP E	$ 35.48	$2,838.26	$6,149.55	$73,794.66
POLICE DISPATCH SUPERVISOR	STEP A	$ 42.86	$3,428.46	$7,428.34	$89,140.06
	STEP B	$ 45.01	$3,600.61	$7,801.32	$93,615.81
	STEP C	$ 47.25	$3,780.38	$8,190.83	$98,289.98
	STEP D	$ 49.63	$3,970.34	$8,602.39	$103,228.74
	STEP E	$ 52.10	$4,167.92	$9,030.49	$108,365.92
POLICE DISPATCHER	STEP A	$ 35.23	$2,818.58	$6,106.92	$73,283.05
	STEP B	$ 36.99	$2,959.51	$6,412.27	$76,947.20
	STEP C	$ 38.84	$3,107.48	$6,732.88	$80,794.56
	STEP D	$ 40.79	$3,262.86	$7,069.52	$84,834.29
	STEP E	$ 42.83	$3,426.00	$7,423.00	$89,076.00
POLICE INVESTIGATIVE AIDE	STEP A	$ 29.54	$2,363.38	$5,120.65	$61,447.78
	STEP B	$ 31.02	$2,481.25	$5,376.04	$64,512.45
	STEP C	$ 32.56	$2,605.06	$5,644.29	$67,731.46
	STEP D	$ 34.20	$2,735.65	$5,927.24	$71,126.85
	STEP E	$ 35.90	$2,872.18	$6,223.05	$74,676.58
POLICE INVESTIGATOR (NON-SWORN)	STEP A	$ 32.61	$2,608.45	$5,651.64	$67,819.65
	STEP B	$ 34.24	$2,739.04	$5,934.59	$71,215.04
	STEP C	$ 35.94	$2,875.57	$6,230.40	$74,764.77
	STEP D	$ 37.74	$3,018.88	$6,540.91	$78,490.88
	STEP E	$ 39.62	$3,169.82	$6,867.95	$82,415.42

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATOR - PT (NON-SWORN)	STEP A	$ 32.61	$2,608.45	$5,651.64	$67,819.65
	STEP B	$ 34.24	$2,739.04	$5,934.59	$71,215.04
	STEP C	$ 35.94	$2,875.57	$6,230.40	$74,764.77
	STEP D	$ 37.74	$3,018.88	$6,540.91	$78,490.88
	STEP E	$ 39.62	$3,169.82	$6,867.95	$82,415.42
POLICE OPERATIONS ASSISTANT	STEP A	$ 28.42	$2,273.49	$4,925.89	$59,110.69
	STEP B	$ 29.84	$2,387.12	$5,172.09	$62,065.12
	STEP C	$ 31.32	$2,505.84	$5,429.32	$65,151.84
	STEP D	$ 32.90	$2,632.19	$5,703.08	$68,436.99
	STEP E	$ 34.53	$2,762.78	$5,986.03	$71,832.38
POLICE RECORDS CLERK	STEP A	$ 22.58	$1,806.65	$3,914.42	$46,973.02
	STEP B	$ 23.71	$1,896.99	$4,110.14	$49,321.67
	STEP C	$ 24.90	$1,991.84	$4,315.65	$51,787.76
	STEP D	$ 26.14	$2,091.43	$4,531.43	$54,377.14
	STEP E	$ 27.45	$2,196.00	$4,758.00	$57,096.00
POLICE RECORDS SUPERVISOR	STEP A	$ 31.21	$2,496.51	$5,409.11	$64,909.31
	STEP B	$ 32.75	$2,620.32	$5,677.36	$68,128.32
	STEP C	$ 34.39	$2,750.91	$5,960.31	$71,523.71
	STEP D	$ 36.11	$2,889.14	$6,259.79	$75,117.54
	STEP E	$ 37.93	$3,034.14	$6,573.98	$78,887.74
PROPERTY AGENT	STEP A	$ 39.31	$3,144.94	$6,814.03	$81,768.40
	STEP B	$ 41.28	$3,302.19	$7,154.73	$85,856.82
	STEP C	$ 43.34	$3,467.29	$7,512.47	$90,149.66
	STEP D	$ 45.51	$3,640.66	$7,888.10	$94,657.14
	STEP E	$ 47.78	$3,822.69	$8,282.50	$99,390.00
PROPERTY & EVIDENCE SPECIALIST I	STEP A	$ 24.01	$1,921.04	$4,162.25	$49,946.99
	STEP B	$ 25.21	$2,017.09	$4,370.36	$52,444.34
	STEP C	$ 26.47	$2,117.94	$4,588.88	$55,066.56
	STEP D	$ 27.80	$2,223.84	$4,818.32	$57,819.89
	STEP E	$ 29.19	$2,335.03	$5,059.24	$60,710.88
PROPERTY & EVIDENCE SPECIALIST I - PT	STEP A	$ 23.53	$1,882.56	$4,078.88	$48,946.56
	STEP B	$ 24.71	$1,976.69	$4,282.82	$51,393.89
	STEP C	$ 25.95	$2,075.90	$4,497.79	$53,973.50
	STEP D	$ 27.24	$2,179.36	$4,721.95	$56,663.36
	STEP E	$ 28.61	$2,288.75	$4,958.96	$59,507.55

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE SPECIALIST II	STEP A	$ 28.17	$2,253.98	$4,883.63	$58,603.58
	STEP B	$ 29.58	$2,366.77	$5,128.00	$61,535.97
	STEP C	$ 31.06	$2,484.64	$5,383.39	$64,600.64
	STEP D	$ 32.61	$2,608.45	$5,651.64	$67,819.65
	STEP E	$ 34.24	$2,739.04	$5,934.59	$71,215.04
PROPERTY & EVIDENCE UNIT SUPERVISOR	STEP A	$ 32.48	$2,598.54	$5,630.17	$67,562.07
	STEP B	$ 34.11	$2,728.47	$5,911.68	$70,940.17
	STEP C	$ 35.81	$2,864.89	$6,207.27	$74,487.18
	STEP D	$ 37.60	$3,008.14	$6,517.63	$78,211.54
	STEP E	$ 39.48	$3,158.54	$6,843.51	$82,122.12
PUBLIC WORKS CREW SUPERVISOR	STEP A	$ 41.52	$3,321.62	$7,196.83	$86,362.02
	STEP B	$ 43.59	$3,486.98	$7,555.11	$90,661.38
	STEP C	$ 45.77	$3,661.66	$7,933.61	$95,203.26
	STEP D	$ 48.06	$3,844.83	$8,330.47	$99,965.63
	STEP E	$ 50.47	$4,037.33	$8,747.54	$104,970.53
PURCHASING CLERK	STEP A	$ 23.57	$1,885.95	$4,086.23	$49,034.75
	STEP B	$ 24.75	$1,980.08	$4,290.17	$51,482.08
	STEP C	$ 25.98	$2,078.45	$4,503.30	$54,039.65
	STEP D	$ 27.30	$2,183.60	$4,731.13	$56,773.60
	STEP E	$ 28.65	$2,292.14	$4,966.31	$59,595.74
RECREATION AIDE - PT	STEP A	$ 17.50	$1,400.05	$3,033.44	$36,401.25
	STEP B	$ 18.38	$1,470.43	$3,185.94	$38,231.23
	STEP C	$ 19.30	$1,544.21	$3,345.78	$40,149.41
	STEP D	$ 20.28	$1,622.22	$3,514.82	$42,177.82
	STEP E	$ 21.30	$1,703.63	$3,691.20	$44,294.43
RECREATION CENTER SUPERVISOR	STEP A	$ 33.25	$2,660.37	$5,764.13	$69,169.60
	STEP B	$ 34.92	$2,793.39	$6,052.34	$72,628.08
	STEP C	$ 36.66	$2,933.06	$6,354.96	$76,259.48
	STEP D	$ 38.50	$3,079.71	$6,672.70	$80,072.46
	STEP E	$ 40.42	$3,233.70	$7,006.34	$84,076.08
RECREATION LEADER I - PT	STEP A	$ 17.65	$1,411.92	$3,059.16	$36,709.92
	STEP B	$ 18.54	$1,483.15	$3,213.50	$38,561.95
	STEP C	$ 19.47	$1,557.78	$3,375.18	$40,502.18
	STEP D	$ 20.45	$1,635.79	$3,544.22	$42,530.59
	STEP E	$ 21.48	$1,718.05	$3,722.44	$44,669.25

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
RECREATION LEADER II - PT	STEP A	$ 18.41	$1,472.51	$3,190.44	$38,285.28
	STEP B	$ 19.33	$1,546.14	$3,349.96	$40,199.55
	STEP C	$ 20.29	$1,623.44	$3,517.46	$42,209.52
	STEP D	$ 21.31	$1,704.62	$3,693.33	$44,320.00
	STEP E	$ 22.37	$1,789.85	$3,878.00	$46,536.00
RECREATION LEADER III - PT	STEP A	$ 17.95	$1,435.66	$3,110.61	$37,327.26
	STEP B	$ 18.85	$1,507.74	$3,266.78	$39,201.34
	STEP C	$ 19.79	$1,583.22	$3,430.30	$41,163.62
	STEP D	$ 20.79	$1,662.93	$3,603.01	$43,236.13
	STEP E	$ 21.84	$1,746.88	$3,784.91	$45,418.88
RECREATION SPECIALIST - PT	STEP A	$ 21.02	$1,681.61	$3,643.48	$43,721.73
	STEP B	$ 22.07	$1,765.69	$3,825.65	$45,907.82
	STEP C	$ 23.17	$1,853.97	$4,016.93	$48,203.21
	STEP D	$ 24.33	$1,946.67	$4,217.78	$50,613.37
	STEP E	$ 25.55	$2,044.00	$4,428.67	$53,144.04
RECREATION SUPERVISOR	STEP A	$ 34.98	$2,798.45	$6,063.32	$72,759.81
	STEP B	$ 36.73	$2,938.38	$6,366.48	$76,397.80
	STEP C	$ 38.57	$3,085.30	$6,684.81	$80,217.69
	STEP D	$ 40.49	$3,239.56	$7,019.05	$84,228.57
	STEP E	$ 42.52	$3,401.54	$7,370.00	$88,440.00
SENIOR ACCOUNTING ASSISTANT	STEP A	$ 28.76	$2,300.62	$4,984.69	$59,816.22
	STEP B	$ 30.19	$2,415.10	$5,232.73	$62,792.70
	STEP C	$ 31.70	$2,536.37	$5,495.46	$65,945.57
	STEP D	$ 33.31	$2,664.42	$5,772.90	$69,274.82
	STEP E	$ 34.96	$2,796.70	$6,059.53	$72,714.30
SENIOR BUILDING INSPECTOR	STEP A	$ 41.95	$3,355.98	$7,271.28	$87,255.40
	STEP B	$ 44.05	$3,523.78	$7,634.85	$91,618.17
	STEP C	$ 46.25	$3,699.96	$8,016.59	$96,199.07
	STEP D	$ 48.56	$3,884.96	$8,417.42	$101,009.03
	STEP E	$ 50.99	$4,079.21	$8,838.29	$106,059.48
SENIOR CIVIL ENGINEERING TECHNICIAN	STEP A	$ 36.16	$2,892.53	$6,267.14	$75,205.73
	STEP B	$ 37.97	$3,037.54	$6,581.33	$78,975.94
	STEP C	$ 39.87	$3,189.33	$6,910.21	$82,922.53
	STEP D	$ 41.37	$3,309.74	$7,171.11	$86,053.34
	STEP E	$ 43.95	$3,515.81	$7,617.58	$91,411.01

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR CRIME AND INTELLIGENCE ANALYST	STEP A	$ 47.04	$3,763.20	$8,153.60	$97,843.20
	STEP B	$ 49.39	$3,951.20	$8,560.93	$102,731.20
	STEP C	$ 51.86	$4,148.80	$8,989.07	$107,868.80
	STEP D	$ 54.45	$4,356.00	$9,438.00	$113,256.00
	STEP E	$ 57.17	$4,573.60	$9,909.47	$118,913.60
SENIOR CODE CONFORMANCE OFFICER	STEP A	$ 38.12	$3,049.68	$6,607.65	$79,291.80
	STEP B	$ 40.03	$3,202.17	$6,938.03	$83,256.39
	STEP C	$ 42.03	$3,362.28	$7,284.93	$87,419.21
	STEP D	$ 44.13	$3,530.39	$7,649.18	$91,790.17
	STEP E	$ 46.34	$3,706.91	$8,031.64	$96,379.68
SENIOR CONSTRUCTION INSPECTOR	STEP A	$ 40.44	$3,235.53	$7,010.31	$84,123.66
	STEP B	$ 42.47	$3,397.30	$7,360.82	$88,329.85
	STEP C	$ 44.59	$3,567.17	$7,728.86	$92,746.34
	STEP D	$ 46.82	$3,745.53	$8,115.30	$97,383.66
	STEP E	$ 49.16	$3,932.80	$8,521.07	$102,252.84
SENIOR EQUIPMENT OPERATOR	STEP A	$ 30.83	$2,466.59	$5,344.28	$64,131.30
	STEP B	$ 32.37	$2,589.92	$5,611.49	$67,337.87
	STEP C	$ 33.99	$2,719.41	$5,892.06	$70,704.76
	STEP D	$ 35.69	$2,855.38	$6,186.67	$74,240.00
	STEP E	$ 37.48	$2,998.15	$6,496.00	$77,952.00
SENIOR HOUSING SPECIALIST	STEP A	$ 39.53	$3,162.19	$6,851.42	$82,216.99
	STEP B	$ 41.49	$3,319.07	$7,191.32	$86,295.87
	STEP C	$ 43.57	$3,485.28	$7,551.44	$90,617.28
	STEP D	$ 45.74	$3,659.12	$7,928.09	$95,137.12
	STEP E	$ 48.04	$3,843.14	$8,326.79	$99,921.54
SENIOR LIBRARIAN	STEP A	$ 40.14	$3,211.17	$6,957.54	$83,490.45
	STEP B	$ 42.15	$3,371.73	$7,305.41	$87,664.97
	STEP C	$ 44.25	$3,540.32	$7,670.68	$92,048.22
	STEP D	$ 46.47	$3,717.33	$8,054.22	$96,650.63
	STEP E	$ 48.79	$3,903.20	$8,456.93	$101,483.16
SENIOR LIBRARY TECHNICIAN	STEP A	$ 26.37	$2,109.82	$4,571.29	$54,855.42
	STEP B	$ 27.69	$2,214.98	$4,799.11	$57,589.38
	STEP C	$ 29.09	$2,326.91	$5,041.64	$60,499.71
	STEP D	$ 30.55	$2,443.94	$5,295.19	$63,542.34
	STEP E	$ 32.07	$2,565.20	$5,557.93	$66,695.20

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR OFFICE ASSISTANT	STEP A	$ 23.72	$1,897.78	$4,111.87	$49,342.40
	STEP B	$ 24.91	$1,992.67	$4,317.46	$51,809.52
	STEP C	$ 26.15	$2,092.31	$4,533.33	$54,400.00
	STEP D	$ 27.46	$2,196.92	$4,760.00	$57,120.00
	STEP E	$ 28.83	$2,306.77	$4,998.00	$59,976.00
SENIOR PARK CARETAKER	STEP A	$ 28.00	$2,239.70	$4,852.69	$58,232.23
	STEP B	$ 29.40	$2,351.69	$5,095.32	$61,143.84
	STEP C	$ 30.87	$2,469.27	$5,350.09	$64,201.03
	STEP D	$ 32.41	$2,592.73	$5,617.59	$67,411.09
	STEP E	$ 34.03	$2,722.37	$5,898.47	$70,781.64
SENIOR POLICE DISPATCHER	STEP A	$ 40.94	$3,274.98	$7,095.78	$85,149.38
	STEP B	$ 42.98	$3,438.64	$7,450.39	$89,404.64
	STEP C	$ 45.12	$3,609.94	$7,821.53	$93,858.34
	STEP D	$ 47.38	$3,790.56	$8,212.88	$98,554.56
	STEP E	$ 49.75	$3,979.66	$8,622.61	$103,471.26
SENIOR TRAFFIC PAINTER	STEP A	$ 28.97	$2,317.58	$5,021.43	$60,257.18
	STEP B	$ 30.41	$2,432.91	$5,271.31	$63,255.71
	STEP C	$ 31.93	$2,554.18	$5,534.05	$66,408.58
	STEP D	$ 33.53	$2,682.22	$5,811.49	$69,737.82
	STEP E	$ 35.21	$2,817.06	$6,103.62	$73,243.46
SOUS CHEF	STEP A	$ 20.97	$1,677.34	$3,634.25	$43,610.94
	STEP B	$ 22.02	$1,761.30	$3,816.14	$45,793.70
	STEP C	$ 23.12	$1,849.49	$4,007.22	$48,086.69
	STEP D	$ 24.27	$1,941.92	$4,207.49	$50,489.92
	STEP E	$ 25.48	$2,038.59	$4,416.95	$53,003.39
STORM WATER COMPLIANCE INSPECTOR	STEP A	$ 33.49	$2,678.83	$5,804.14	$69,649.63
	STEP B	$ 35.16	$2,812.82	$6,094.43	$73,133.22
	STEP C	$ 36.92	$2,953.58	$6,399.43	$76,793.18
	STEP D	$ 38.31	$3,064.67	$6,640.12	$79,681.47
	STEP E	$ 40.69	$3,255.47	$7,053.52	$84,642.27
STREET SWEEPER OPERATOR	STEP A	$ 27.56	$2,204.97	$4,777.43	$57,329.20
	STEP B	$ 28.94	$2,315.22	$5,016.30	$60,195.66
	STEP C	$ 30.39	$2,430.98	$5,267.12	$63,205.44
	STEP D	$ 31.91	$2,552.53	$5,530.48	$66,365.71
	STEP E	$ 33.50	$2,680.15	$5,807.00	$69,684.00

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SUPERVISING CUSTODIAN	STEP A	$ 22.44	$1,795.29	$3,889.79	$46,677.44
	STEP B	$ 23.56	$1,885.05	$4,084.28	$49,011.31
	STEP C	$ 24.74	$1,979.30	$4,288.49	$51,461.88
	STEP D	$ 25.98	$2,078.27	$4,502.91	$54,034.97
	STEP E	$ 27.28	$2,182.18	$4,728.06	$56,736.72
TRAFFIC OFFICE COORDINATOR	STEP A	$ 28.10	$2,248.05	$4,870.77	$58,449.25
	STEP B	$ 29.50	$2,359.98	$5,113.30	$61,359.58
	STEP C	$ 30.97	$2,477.86	$5,368.69	$64,424.26
	STEP D	$ 32.53	$2,602.51	$5,638.78	$67,665.31
	STEP E	$ 34.16	$2,733.10	$5,921.73	$71,060.70
TRAFFIC PAINTER	STEP A	$ 26.65	$2,131.69	$4,618.65	$55,423.82
	STEP B	$ 27.98	$2,238.27	$4,849.58	$58,195.01
	STEP C	$ 29.38	$2,350.18	$5,092.06	$61,104.76
	STEP D	$ 30.85	$2,467.69	$5,346.67	$64,160.00
	STEP E	$ 32.39	$2,591.08	$5,614.00	$67,368.00
TRAINING COORDINATOR	STEP A	$ 30.73	$2,458.23	$5,326.18	$63,914.11
	STEP B	$ 32.26	$2,581.15	$5,592.48	$67,109.82
	STEP C	$ 33.88	$2,710.20	$5,872.11	$70,465.31
	STEP D	$ 35.57	$2,845.71	$6,165.71	$73,988.57
	STEP E	$ 37.35	$2,988.00	$6,474.00	$77,688.00
TREE TRIMMER	STEP A	$ 26.84	$2,146.87	$4,651.56	$55,818.72
	STEP B	$ 28.18	$2,254.22	$4,884.14	$58,609.65
	STEP C	$ 29.59	$2,366.93	$5,128.34	$61,540.14
	STEP D	$ 31.07	$2,485.27	$5,384.76	$64,617.14
	STEP E	$ 32.62	$2,609.54	$5,654.00	$67,848.00
WASTE WATER CREW CHIEF	STEP A	$ 31.78	$2,542.30	$5,508.33	$66,099.90
	STEP B	$ 33.37	$2,669.50	$5,783.93	$69,407.10
	STEP C	$ 35.03	$2,802.64	$6,072.39	$72,868.64
	STEP D	$ 36.79	$2,943.41	$6,377.38	$76,528.61
	STEP E	$ 38.64	$3,090.96	$6,697.08	$80,364.96

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ABANDONED VEHICLE ABATEMENT OFFICER	STEP A	$ 25.48	$2,038.64	$4,417.06	$53,004.72
	STEP B	$ 26.76	$2,140.58	$4,637.91	$55,654.95
	STEP C	$ 28.10	$2,247.60	$4,869.81	$58,437.70
	STEP D	$ 29.50	$2,359.98	$5,113.30	$61,359.58
	STEP E	$ 30.97	$2,477.98	$5,368.96	$64,427.56
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR	STEP A	$ 35.99	$2,878.86	$6,237.53	$74,850.35
	STEP B	$ 37.79	$3,022.80	$6,549.41	$78,592.87
	STEP C	$ 39.67	$3,173.94	$6,876.88	$82,522.51
	STEP D	$ 41.66	$3,332.64	$7,220.72	$86,648.64
	STEP E	$ 43.74	$3,499.27	$7,581.76	$90,981.07
ACCOUNTANT	STEP A	$ 37.54	$3,003.36	$6,507.29	$78,087.46
	STEP B	$ 39.42	$3,153.53	$6,832.65	$81,991.84
	STEP C	$ 41.39	$3,311.21	$7,174.29	$86,091.43
	STEP D	$ 43.46	$3,476.77	$7,533.00	$90,396.00
	STEP E	$ 45.63	$3,650.61	$7,909.65	$94,915.80
ACCOUNTANT TRAINEE	STEP A	$ 31.62	$2,529.44	$5,480.46	$65,765.46
	STEP B	$ 33.20	$2,655.91	$5,754.48	$69,053.74
	STEP C	$ 34.86	$2,788.71	$6,042.20	$72,506.42
	STEP D	$ 36.60	$2,928.14	$6,344.31	$76,131.74
	STEP E	$ 38.43	$3,074.55	$6,661.53	$79,938.33
ACCOUNTING ASSISTANT	STEP A	$ 28.35	$2,267.77	$4,913.51	$58,962.10
	STEP B	$ 29.76	$2,381.16	$5,159.18	$61,910.20
	STEP C	$ 31.25	$2,500.22	$5,417.14	$65,005.71
	STEP D	$ 32.82	$2,625.23	$5,688.00	$68,256.00
	STEP E	$ 34.46	$2,756.49	$5,972.40	$71,668.80
ADMINISTRATIVE SECRETARY	STEP A	$ 29.03	$2,322.51	$5,032.11	$60,385.36
	STEP B	$ 30.48	$2,438.64	$5,283.72	$63,404.63
	STEP C	$ 32.01	$2,560.57	$5,547.90	$66,574.86
	STEP D	$ 33.61	$2,688.60	$5,825.30	$69,903.60
	STEP E	$ 35.29	$2,823.03	$6,116.57	$73,398.78
ADMINISTRATIVE TECHNICIAN	STEP A	$ 32.14	$2,571.18	$5,570.89	$66,850.66
	STEP B	$ 33.75	$2,699.74	$5,849.43	$70,193.20
	STEP C	$ 35.43	$2,834.73	$6,141.90	$73,702.86
	STEP D	$ 37.21	$2,976.46	$6,449.00	$77,388.00
	STEP E	$ 39.07	$3,125.28	$6,771.45	$81,257.40

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR	STEP A	$ 21.47	$1,717.79	$3,721.88	$44,662.62
	STEP B	$ 22.55	$1,803.68	$3,907.98	$46,895.75
	STEP C	$ 23.67	$1,893.87	$4,103.38	$49,240.53
	STEP D	$ 24.86	$1,988.56	$4,308.55	$51,702.56
	STEP E	$ 26.10	$2,087.99	$4,523.97	$54,287.69
ANIMAL REGULATIONS OFFICER	STEP A	$ 28.92	$2,313.66	$5,012.93	$60,155.13
	STEP B	$ 30.37	$2,429.34	$5,263.57	$63,162.88
	STEP C	$ 31.89	$2,550.81	$5,526.75	$66,321.03
	STEP D	$ 33.48	$2,678.35	$5,803.09	$69,637.08
	STEP E	$ 35.15	$2,812.27	$6,093.24	$73,118.93
ASSISTANT ENGINEER-CIVIL	STEP A	$ 45.49	$3,639.23	$7,885.00	$94,619.99
	STEP B	$ 47.76	$3,821.19	$8,279.25	$99,350.99
	STEP C	$ 50.15	$4,012.25	$8,693.21	$104,318.54
	STEP D	$ 52.66	$4,212.86	$9,127.87	$109,534.46
	STEP E	$ 55.29	$4,423.51	$9,584.27	$115,011.19
ASSISTANT PLANNER	STEP A	$ 37.58	$3,006.19	$6,513.41	$78,160.96
	STEP B	$ 39.46	$3,156.50	$6,839.08	$82,069.01
	STEP C	$ 41.43	$3,314.33	$7,181.04	$86,172.46
	STEP D	$ 43.50	$3,480.04	$7,540.09	$90,481.08
	STEP E	$ 45.68	$3,654.04	$7,917.09	$95,005.13
ASSISTANT TREE TRIMMER	STEP A	$ 26.57	$2,125.81	$4,605.93	$55,271.18
	STEP B	$ 27.90	$2,232.11	$4,836.23	$58,034.74
	STEP C	$ 29.30	$2,343.71	$5,078.04	$60,936.47
	STEP D	$ 30.76	$2,460.90	$5,331.94	$63,983.30
	STEP E	$ 32.30	$2,583.94	$5,598.54	$67,182.46
ASSOCIATE ENGINEER-CIVIL	STEP A	$ 53.16	$4,252.47	$9,213.69	$110,564.30
	STEP B	$ 55.81	$4,465.10	$9,674.38	$116,092.52
	STEP C	$ 58.60	$4,688.35	$10,158.10	$121,897.14
	STEP D	$ 61.53	$4,922.77	$10,666.00	$127,992.00
	STEP E	$ 64.61	$5,168.91	$11,199.30	$134,391.60
ASSOCIATE PLANNER	STEP A	$ 43.21	$3,456.68	$7,489.47	$89,873.66
	STEP B	$ 45.37	$3,629.51	$7,863.95	$94,367.35
	STEP C	$ 47.64	$3,810.99	$8,257.14	$99,085.71
	STEP D	$ 50.02	$4,001.54	$8,670.00	$104,040.00
	STEP E	$ 52.52	$4,201.62	$9,103.50	$109,242.00

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
BUILDING INSPECTOR	STEP A	$ 38.88	$3,110.21	$6,738.80	$80,865.57
	STEP B	$ 40.82	$3,265.72	$7,075.74	$84,908.84
	STEP C	$ 42.86	$3,429.01	$7,429.52	$89,154.29
	STEP D	$ 45.01	$3,600.46	$7,801.00	$93,612.00
	STEP E	$ 47.26	$3,780.48	$8,191.05	$98,292.60
BUILDING INSPECTOR/ PLAN CHECKER	STEP A	$ 40.09	$3,207.04	$6,948.58	$83,382.91
	STEP B	$ 42.09	$3,367.39	$7,296.00	$87,552.06
	STEP C	$ 44.20	$3,535.76	$7,660.81	$91,929.66
	STEP D	$ 46.41	$3,712.54	$8,043.85	$96,526.14
	STEP E	$ 48.73	$3,898.17	$8,446.04	$101,352.45
BUILDING TRADE SPECIALIST	STEP A	$ 30.59	$2,447.40	$5,302.69	$63,632.32
	STEP B	$ 32.12	$2,569.77	$5,567.83	$66,813.94
	STEP C	$ 33.73	$2,698.26	$5,846.22	$70,154.64
	STEP D	$ 35.41	$2,833.17	$6,138.53	$73,662.37
	STEP E	$ 37.19	$2,974.83	$6,445.46	$77,345.49
BUYER	STEP A	$ 34.33	$2,746.41	$5,950.55	$71,406.54
	STEP B	$ 36.05	$2,883.73	$6,248.07	$74,976.87
	STEP C	$ 37.85	$3,027.91	$6,560.48	$78,725.71
	STEP D	$ 39.74	$3,179.31	$6,888.50	$82,662.00
	STEP E	$ 41.73	$3,338.27	$7,232.93	$86,795.10
CARPENTER	STEP A	$ 29.79	$2,382.93	$5,163.02	$61,956.28
	STEP B	$ 31.28	$2,502.08	$5,421.17	$65,054.10
	STEP C	$ 32.84	$2,627.18	$5,692.23	$68,306.80
	STEP D	$ 34.48	$2,758.54	$5,976.85	$71,722.14
	STEP E	$ 36.21	$2,896.47	$6,275.69	$75,308.25
CIVIL ENGINEERING TECHNICIAN	STEP A	$ 36.26	$2,900.70	$6,284.85	$75,418.21
	STEP B	$ 38.07	$3,045.74	$6,599.09	$79,189.12
	STEP C	$ 39.98	$3,198.02	$6,929.05	$83,148.57
	STEP D	$ 41.97	$3,357.92	$7,275.50	$87,306.00
	STEP E	$ 44.07	$3,525.82	$7,639.28	$91,671.30
CODE CONFORMANCE OFFICER I	STEP A	$ 33.21	$2,657.17	$5,757.19	$69,086.31
	STEP B	$ 34.88	$2,790.02	$6,045.05	$72,540.63
	STEP C	$ 36.62	$2,929.53	$6,347.30	$76,167.66
	STEP D	$ 38.45	$3,076.00	$6,664.67	$79,976.04
	STEP E	$ 40.37	$3,229.80	$6,997.90	$83,974.84

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CODE CONFORMANCE OFFICER I - PT	STEP A	$ 33.21	$2,657.17	$5,757.19	$69,086.31
	STEP B	$ 34.88	$2,790.02	$6,045.05	$72,540.63
	STEP C	$ 36.62	$2,929.53	$6,347.30	$76,167.66
	STEP D	$ 38.45	$3,076.00	$6,664.67	$79,976.04
	STEP E	$ 40.37	$3,229.80	$6,997.90	$83,974.84
CODE CONFORMANCE OFFICER II	STEP A	$ 35.42	$2,833.72	$6,139.73	$73,676.71
	STEP B	$ 37.19	$2,975.41	$6,446.71	$77,360.54
	STEP C	$ 39.05	$3,124.18	$6,769.05	$81,228.57
	STEP D	$ 41.00	$3,280.38	$7,107.50	$85,290.00
	STEP E	$ 43.06	$3,444.40	$7,462.88	$89,554.50
CODE CONFORMANCE OFFICER II - PT	STEP A	$ 35.42	$2,833.72	$6,139.73	$73,676.71
	STEP B	$ 37.19	$2,975.41	$6,446.71	$77,360.54
	STEP C	$ 39.05	$3,124.18	$6,769.05	$81,228.57
	STEP D	$ 41.00	$3,280.38	$7,107.50	$85,290.00
	STEP E	$ 43.06	$3,444.40	$7,462.88	$89,554.50
COMMUNITY DEVELOPMENT SPECIALIST I	STEP A	$ 33.71	$2,697.19	$5,843.91	$70,126.97
	STEP B	$ 35.40	$2,832.05	$6,136.11	$73,633.32
	STEP C	$ 37.17	$2,973.65	$6,442.92	$77,314.99
	STEP D	$ 39.03	$3,122.34	$6,765.06	$81,180.74
	STEP E	$ 40.98	$3,278.45	$7,103.31	$85,239.77
COMMUNITY DEVELOPMENT SPECIALIST II	STEP A	$ 38.10	$3,047.82	$6,603.61	$79,243.28
	STEP B	$ 40.00	$3,200.21	$6,933.79	$83,205.44
	STEP C	$ 42.00	$3,360.22	$7,280.48	$87,365.71
	STEP D	$ 44.10	$3,528.23	$7,644.50	$91,734.00
	STEP E	$ 46.31	$3,704.64	$8,026.73	$96,320.70
COMMUNITY SERVICES OFFICER	STEP A	$ 26.94	$2,155.00	$4,669.17	$56,030.09
	STEP B	$ 28.28	$2,262.75	$4,902.63	$58,831.60
	STEP C	$ 29.70	$2,375.89	$5,147.76	$61,773.18
	STEP D	$ 31.18	$2,494.69	$5,405.15	$64,861.83
	STEP E	$ 32.74	$2,619.42	$5,675.41	$68,104.93
CONSTRUCTION INSPECTOR	STEP A	$ 36.49	$2,919.15	$6,324.82	$75,897.88
	STEP B	$ 38.31	$3,065.11	$6,641.06	$79,692.77
	STEP C	$ 40.23	$3,218.36	$6,973.12	$83,677.41
	STEP D	$ 42.24	$3,379.28	$7,321.77	$87,861.28
	STEP E	$ 44.35	$3,548.24	$7,687.86	$92,254.34

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CRIME & INTELLIGENCE ANALYST	STEP A	$ 38.93	$3,114.01	$6,747.01	$80,964.15
	STEP B	$ 40.87	$3,269.71	$7,084.36	$85,012.35
	STEP C	$ 42.91	$3,433.19	$7,438.58	$89,262.97
	STEP D	$ 45.06	$3,604.85	$7,810.51	$93,726.12
	STEP E	$ 47.31	$3,785.09	$8,201.04	$98,412.43
CRIME ANALYST	STEP A	$ 38.41	$3,072.44	$6,656.95	$79,883.38
	STEP B	$ 40.33	$3,226.06	$6,989.80	$83,877.55
	STEP C	$ 42.34	$3,387.36	$7,339.29	$88,071.43
	STEP D	$ 44.46	$3,556.73	$7,706.25	$92,475.00
	STEP E	$ 46.68	$3,734.57	$8,091.56	$97,098.75
CRIME SCENE SPECIALIST	STEP A	$ 36.22	$2,897.71	$6,278.37	$75,340.46
	STEP B	$ 38.03	$3,042.60	$6,592.29	$79,107.48
	STEP C	$ 39.93	$3,194.73	$6,921.90	$83,062.86
	STEP D	$ 41.93	$3,354.46	$7,268.00	$87,216.00
	STEP E	$ 44.03	$3,522.18	$7,631.40	$91,576.80
CUSTODIAN	STEP A	$ 21.00	$1,679.99	$3,639.98	$43,679.74
	STEP B	$ 22.05	$1,763.99	$3,821.98	$45,863.73
	STEP C	$ 23.15	$1,852.19	$4,013.08	$48,156.91
	STEP D	$ 24.31	$1,944.80	$4,213.73	$50,564.76
	STEP E	$ 25.53	$2,042.04	$4,424.42	$53,093.00
DISHWASHER - PT	STEP A	$ 18.40	$1,471.66	$3,188.60	$38,263.20
	STEP B	$ 19.32	$1,545.24	$3,348.03	$40,176.36
	STEP C	$ 20.28	$1,622.51	$3,515.43	$42,185.17
	STEP D	$ 21.30	$1,703.63	$3,691.20	$44,294.43
	STEP E	$ 22.36	$1,788.81	$3,875.76	$46,509.15
ELECTRICIAN	STEP A	$ 33.06	$2,645.18	$5,731.23	$68,774.71
	STEP B	$ 34.72	$2,777.44	$6,017.79	$72,213.45
	STEP C	$ 36.45	$2,916.31	$6,318.68	$75,824.12
	STEP D	$ 38.28	$3,062.13	$6,634.61	$79,615.33
	STEP E	$ 40.19	$3,215.23	$6,966.34	$83,596.09
EQUIPMENT MECHANIC I	STEP A	$ 31.64	$2,531.31	$5,484.50	$65,814.06
	STEP B	$ 33.22	$2,657.88	$5,758.73	$69,104.76
	STEP C	$ 34.88	$2,790.77	$6,046.67	$72,560.00
	STEP D	$ 36.63	$2,930.31	$6,349.00	$76,188.00
	STEP E	$ 38.46	$3,076.82	$6,666.45	$79,997.40

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC II	STEP A	$ 33.75	$2,700.36	$5,850.77	$70,209.26
	STEP B	$ 35.44	$2,835.37	$6,143.31	$73,719.73
	STEP C	$ 37.21	$2,977.14	$6,450.48	$77,405.71
	STEP D	$ 39.08	$3,126.00	$6,773.00	$81,276.00
	STEP E	$ 41.03	$3,282.30	$7,111.65	$85,339.80
EQUIPMENT OPERATOR	STEP A	$ 29.38	$2,350.10	$5,091.89	$61,102.69
	STEP B	$ 30.85	$2,467.61	$5,346.49	$64,157.82
	STEP C	$ 32.39	$2,590.99	$5,613.81	$67,365.71
	STEP D	$ 34.01	$2,720.54	$5,894.50	$70,734.00
	STEP E	$ 35.71	$2,856.57	$6,189.23	$74,270.70
EXECUTIVE CHEF	STEP A	$ 25.68	$2,054.03	$4,450.39	$53,404.68
	STEP B	$ 26.96	$2,156.73	$4,672.91	$56,074.91
	STEP C	$ 28.31	$2,264.56	$4,906.55	$58,878.66
	STEP D	$ 29.72	$2,377.79	$5,151.88	$61,822.59
	STEP E	$ 31.21	$2,496.68	$5,409.48	$64,913.72
EXECUTIVE SECRETARY	STEP A	$ 30.84	$2,467.12	$5,345.43	$64,145.12
	STEP B	$ 32.38	$2,590.48	$5,612.70	$67,352.38
	STEP C	$ 34.00	$2,720.00	$5,893.33	$70,720.00
	STEP D	$ 35.70	$2,856.00	$6,188.00	$74,256.00
	STEP E	$ 37.49	$2,998.80	$6,497.40	$77,968.80
FIRE INSPECTOR I	STEP A	$ 38.67	$3,093.23	$6,702.00	$80,423.97
	STEP B	$ 40.60	$3,247.89	$7,037.10	$84,445.17
	STEP C	$ 42.63	$3,410.29	$7,388.95	$88,667.43
	STEP D	$ 44.76	$3,580.80	$7,758.40	$93,100.80
	STEP E	$ 47.00	$3,759.84	$8,146.32	$97,755.84
FIRE INSPECTOR II	STEP A	$ 41.39	$3,310.96	$7,173.74	$86,084.87
	STEP B	$ 43.46	$3,476.50	$7,532.43	$90,389.12
	STEP C	$ 45.63	$3,650.33	$7,909.05	$94,908.57
	STEP D	$ 47.91	$3,832.85	$8,304.50	$99,654.00
	STEP E	$ 50.31	$4,024.49	$8,719.73	$104,636.70
FOOD SERVICES WORKER	STEP A	$ 19.68	$1,574.22	$3,410.80	$40,929.62
	STEP B	$ 20.66	$1,652.93	$3,581.34	$42,976.10
	STEP C	$ 21.69	$1,735.57	$3,760.41	$45,124.91
	STEP D	$ 22.78	$1,822.35	$3,948.43	$47,381.15
	STEP E	$ 23.92	$1,913.47	$4,145.85	$49,750.21

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FOOD SERVICES WORKER - PT	STEP A	$ 19.68	$1,574.22	$3,410.80	$40,929.62
	STEP B	$ 20.66	$1,652.93	$3,581.34	$42,976.10
	STEP C	$ 21.69	$1,735.57	$3,760.41	$45,124.91
	STEP D	$ 22.78	$1,822.35	$3,948.43	$47,381.15
	STEP E	$ 23.92	$1,913.47	$4,145.85	$49,750.21
GRAFFITI REMOVAL ASSISTANT	STEP A	$ 24.59	$1,966.85	$4,261.52	$51,138.22
	STEP B	$ 25.81	$2,065.20	$4,474.59	$53,695.13
	STEP C	$ 27.11	$2,168.46	$4,698.32	$56,379.89
	STEP D	$ 28.46	$2,276.88	$4,933.24	$59,198.88
	STEP E	$ 29.88	$2,390.72	$5,179.90	$62,158.82
GRAFFITI REMOVAL TECHNICIAN	STEP A	$ 29.05	$2,324.33	$5,036.05	$60,432.61
	STEP B	$ 30.51	$2,440.55	$5,287.85	$63,454.24
	STEP C	$ 32.03	$2,562.58	$5,552.25	$66,626.96
	STEP D	$ 33.63	$2,690.70	$5,829.86	$69,958.30
	STEP E	$ 35.32	$2,825.24	$6,121.35	$73,456.22
HOME DELIVERED MEAL COORDINATOR	STEP A	$ 20.90	$1,671.64	$3,621.89	$43,462.72
	STEP B	$ 21.94	$1,755.23	$3,802.99	$45,635.86
	STEP C	$ 23.04	$1,842.99	$3,993.14	$47,917.65
	STEP D	$ 24.19	$1,935.14	$4,192.79	$50,313.54
	STEP E	$ 25.40	$2,031.89	$4,402.43	$52,829.21
HOME DELIVERED MEAL DRIVER	STEP A	$ 20.57	$1,645.27	$3,564.76	$42,777.07
	STEP B	$ 21.59	$1,727.54	$3,742.99	$44,915.93
	STEP C	$ 22.67	$1,813.91	$3,930.14	$47,161.72
	STEP D	$ 23.81	$1,904.61	$4,126.65	$49,519.81
	STEP E	$ 25.00	$1,999.84	$4,332.98	$51,995.80
HOUSING ASSISTANT	STEP A	$ 25.92	$2,073.80	$4,493.24	$53,918.92
	STEP B	$ 27.22	$2,177.49	$4,717.91	$56,614.86
	STEP C	$ 28.58	$2,286.37	$4,953.80	$59,445.61
	STEP D	$ 30.01	$2,400.69	$5,201.49	$62,417.89
	STEP E	$ 31.51	$2,520.72	$5,461.57	$65,538.78
HOUSING INSPECTOR I	STEP A	$ 33.84	$2,707.45	$5,866.13	$70,393.61
	STEP B	$ 35.54	$2,842.82	$6,159.44	$73,913.30
	STEP C	$ 37.31	$2,984.96	$6,467.41	$77,608.96
	STEP D	$ 39.18	$3,134.21	$6,790.78	$81,489.41
	STEP E	$ 41.14	$3,290.92	$7,130.32	$85,563.88

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR II	STEP A	$ 37.10	$2,968.23	$6,431.16	$77,173.95
	STEP B	$ 38.96	$3,116.64	$6,752.72	$81,032.65
	STEP C	$ 40.91	$3,272.47	$7,090.36	$85,084.28
	STEP D	$ 42.95	$3,436.10	$7,444.87	$89,338.50
	STEP E	$ 45.10	$3,607.90	$7,817.12	$93,805.42
HOUSING SPECIALIST	STEP A	$ 38.25	$3,060.38	$6,630.82	$79,569.81
	STEP B	$ 40.17	$3,213.40	$6,962.36	$83,548.30
	STEP C	$ 42.18	$3,374.07	$7,310.48	$87,725.71
	STEP D	$ 44.28	$3,542.77	$7,676.00	$92,112.00
	STEP E	$ 46.50	$3,719.91	$8,059.80	$96,717.60
JUNIOR ENGINEER-CIVIL	STEP A	$ 38.84	$3,107.41	$6,732.72	$80,792.67
	STEP B	$ 40.78	$3,262.78	$7,069.36	$84,832.30
	STEP C	$ 42.82	$3,425.92	$7,422.83	$89,073.92
	STEP D	$ 44.97	$3,597.22	$7,793.97	$93,527.62
	STEP E	$ 47.21	$3,777.08	$8,183.67	$98,204.00
LEAD EQUIPMENT MECHANIC	STEP A	$ 37.14	$2,971.42	$6,438.07	$77,256.83
	STEP B	$ 39.00	$3,119.99	$6,759.97	$81,119.67
	STEP C	$ 40.95	$3,275.99	$7,097.97	$85,175.66
	STEP D	$ 43.00	$3,439.79	$7,452.87	$89,434.44
	STEP E	$ 45.15	$3,611.78	$7,825.51	$93,906.16
LEAD HAZARD CONTROL PROGRAM CASE MANAGER	STEP A	$ 32.44	$2,595.37	$5,623.30	$67,479.59
	STEP B	$ 34.06	$2,725.14	$5,904.46	$70,853.57
	STEP C	$ 35.77	$2,861.39	$6,199.69	$74,396.25
	STEP D	$ 37.56	$3,004.46	$6,509.67	$78,116.06
	STEP E	$ 39.43	$3,154.69	$6,835.16	$82,021.87
LEAD HAZARD CONTROL PROGRAM COORDINATOR	STEP A	$ 35.51	$2,840.77	$6,155.00	$73,859.97
	STEP B	$ 37.29	$2,982.81	$6,462.75	$77,552.97
	STEP C	$ 39.15	$3,131.95	$6,785.88	$81,430.61
	STEP D	$ 41.11	$3,288.54	$7,125.18	$85,502.14
	STEP E	$ 43.16	$3,452.97	$7,481.44	$89,777.25
LEAD HOUSING INSPECTOR	STEP A	$ 33.56	$2,684.74	$5,816.93	$69,803.19
	STEP B	$ 35.24	$2,818.98	$6,107.78	$73,293.35
	STEP C	$ 37.00	$2,959.92	$6,413.17	$76,958.02
	STEP D	$ 38.85	$3,107.92	$6,733.83	$80,805.92
	STEP E	$ 40.79	$3,263.32	$7,070.52	$84,846.22

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LEAD RISK INSPECTOR/ASSESSOR	STEP A	$ 33.56	$2,684.74	$5,816.93	$69,803.19
	STEP B	$ 35.24	$2,818.98	$6,107.78	$73,293.35
	STEP C	$ 37.00	$2,959.92	$6,413.17	$76,958.02
	STEP D	$ 38.85	$3,107.92	$6,733.83	$80,805.92
	STEP E	$ 40.79	$3,263.32	$7,070.52	$84,846.22
LEAD SAMPLING TECHNICIAN	STEP A	$ 26.21	$2,096.51	$4,542.45	$54,509.34
	STEP B	$ 27.52	$2,201.34	$4,769.57	$57,234.81
	STEP C	$ 28.89	$2,311.41	$5,008.05	$60,096.55
	STEP D	$ 30.34	$2,426.98	$5,258.45	$63,101.38
	STEP E	$ 31.85	$2,548.32	$5,521.37	$66,256.44
LEAD TREE TRIMMER	STEP A	$ 32.39	$2,591.51	$5,614.94	$67,379.33
	STEP B	$ 34.01	$2,721.09	$5,895.69	$70,748.30
	STEP C	$ 35.71	$2,857.14	$6,190.48	$74,285.71
	STEP D	$ 37.50	$3,000.00	$6,500.00	$78,000.00
	STEP E	$ 39.38	$3,150.00	$6,825.00	$81,900.00
LIBRARIAN	STEP A	$ 35.99	$2,878.86	$6,237.53	$74,850.35
	STEP B	$ 37.79	$3,022.80	$6,549.41	$78,592.87
	STEP C	$ 39.67	$3,173.94	$6,876.88	$82,522.51
	STEP D	$ 41.66	$3,332.64	$7,220.72	$86,648.64
	STEP E	$ 43.74	$3,499.27	$7,581.76	$90,981.07
LIBRARIAN - PT	STEP A	$ 35.99	$2,878.86	$6,237.53	$74,850.35
	STEP B	$ 37.79	$3,022.80	$6,549.41	$78,592.87
	STEP C	$ 39.67	$3,173.94	$6,876.88	$82,522.51
	STEP D	$ 41.66	$3,332.64	$7,220.72	$86,648.64
	STEP E	$ 43.74	$3,499.27	$7,581.76	$90,981.07
LIBRARY AIDE - PT	STEP A	$ 18.40	$1,471.66	$3,188.60	$38,263.20
	STEP B	$ 19.32	$1,545.24	$3,348.03	$40,176.36
	STEP C	$ 20.28	$1,622.51	$3,515.43	$42,185.17
	STEP D	$ 21.30	$1,703.63	$3,691.20	$44,294.43
	STEP E	$ 22.36	$1,788.81	$3,875.76	$46,509.15
LIBRARY ASSISTANT	STEP A	$ 23.32	$1,865.55	$4,042.03	$48,504.41
	STEP B	$ 24.49	$1,958.83	$4,244.14	$50,929.63
	STEP C	$ 25.71	$2,056.77	$4,456.34	$53,476.11
	STEP D	$ 27.00	$2,159.61	$4,679.16	$56,149.92
	STEP E	$ 28.34	$2,267.59	$4,913.12	$58,957.42

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LIBRARY ASSISTANT - PT	STEP A	$ 21.76	$1,740.50	$3,771.09	$45,253.04
	STEP B	$ 22.84	$1,827.53	$3,959.64	$47,515.69
	STEP C	$ 23.99	$1,918.90	$4,157.62	$49,891.47
	STEP D	$ 25.19	$2,014.85	$4,365.50	$52,386.05
	STEP E	$ 26.44	$2,115.59	$4,583.78	$55,005.35
LIBRARY CIRCULATION SUPERVISOR	STEP A	$ 31.32	$2,505.27	$5,428.08	$65,136.95
	STEP B	$ 32.88	$2,630.53	$5,699.48	$68,393.80
	STEP C	$ 34.53	$2,762.06	$5,984.46	$71,813.49
	STEP D	$ 36.25	$2,900.16	$6,283.68	$75,404.16
	STEP E	$ 38.06	$3,045.17	$6,597.86	$79,174.37
LIBRARY TECHNICIAN	STEP A	$ 26.30	$2,103.84	$4,558.32	$54,699.80
	STEP B	$ 27.61	$2,209.03	$4,786.23	$57,434.79
	STEP C	$ 28.99	$2,319.48	$5,025.54	$60,306.53
	STEP D	$ 30.44	$2,435.46	$5,276.82	$63,321.86
	STEP E	$ 31.97	$2,557.23	$5,540.66	$66,487.95
LIBRARY TECHNICIAN - PT	STEP A	$ 26.30	$2,103.84	$4,558.32	$54,699.80
	STEP B	$ 27.61	$2,209.03	$4,786.23	$57,434.79
	STEP C	$ 28.99	$2,319.48	$5,025.54	$60,306.53
	STEP D	$ 30.44	$2,435.46	$5,276.82	$63,321.86
	STEP E	$ 31.97	$2,557.23	$5,540.66	$66,487.95
MANAGEMENT ANALYST TRAINEE	STEP A	$ 29.39	$2,351.44	$5,094.78	$61,137.31
	STEP B	$ 30.86	$2,469.01	$5,349.51	$64,194.18
	STEP C	$ 32.41	$2,592.46	$5,616.99	$67,403.89
	STEP D	$ 34.03	$2,722.08	$5,897.84	$70,774.08
	STEP E	$ 35.73	$2,858.18	$6,192.73	$74,312.78
MAINTENANCE WORKER	STEP A	$ 26.22	$2,097.53	$4,544.65	$54,535.80
	STEP B	$ 27.53	$2,202.41	$4,771.88	$57,262.59
	STEP C	$ 28.91	$2,312.53	$5,010.48	$60,125.71
	STEP D	$ 30.35	$2,428.15	$5,261.00	$63,132.00
	STEP E	$ 31.87	$2,549.56	$5,524.05	$66,288.60
NEIGHBORHOOD COUNCIL SPECIALIST	STEP A	$ 29.91	$2,392.46	$5,183.66	$62,203.88
	STEP B	$ 31.40	$2,512.08	$5,442.84	$65,314.08
	STEP C	$ 32.97	$2,637.68	$5,714.98	$68,579.78
	STEP D	$ 34.62	$2,769.57	$6,000.73	$72,008.77
	STEP E	$ 36.35	$2,908.05	$6,300.77	$75,609.21

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
NUTRITION SERVICES SUPERVISOR	STEP A	$ 34.66	$2,772.64	$6,007.39	$72,088.70
	STEP B	$ 36.39	$2,911.27	$6,307.76	$75,693.13
	STEP C	$ 38.21	$3,056.84	$6,623.15	$79,477.79
	STEP D	$ 40.12	$3,209.68	$6,954.31	$83,451.68
	STEP E	$ 42.13	$3,370.16	$7,302.02	$87,624.26
OFFICE ASSISTANT	STEP A	$ 21.66	$1,732.44	$3,753.63	$45,043.53
	STEP B	$ 22.74	$1,819.07	$3,941.31	$47,295.71
	STEP C	$ 23.88	$1,910.02	$4,138.37	$49,660.50
	STEP D	$ 25.07	$2,005.52	$4,345.29	$52,143.52
	STEP E	$ 26.32	$2,105.80	$4,562.56	$54,750.70
PARK CARETAKER	STEP A	$ 24.94	$1,995.53	$4,323.65	$51,883.85
	STEP B	$ 26.19	$2,095.31	$4,539.84	$54,478.04
	STEP C	$ 27.50	$2,200.07	$4,766.83	$57,201.94
	STEP D	$ 28.88	$2,310.08	$5,005.17	$60,062.04
	STEP E	$ 30.32	$2,425.58	$5,255.43	$63,065.14
PARK SUPERVISOR	STEP A	$ 39.48	$3,158.66	$6,843.75	$82,125.04
	STEP B	$ 41.46	$3,316.59	$7,185.94	$86,231.29
	STEP C	$ 43.53	$3,482.42	$7,545.24	$90,542.86
	STEP D	$ 45.71	$3,656.54	$7,922.50	$95,070.00
	STEP E	$ 47.99	$3,839.37	$8,318.63	$99,823.50
PARKING REGULATIONS OFFICER	STEP A	$ 27.20	$2,176.36	$4,715.45	$56,585.34
	STEP B	$ 28.56	$2,285.18	$4,951.22	$59,414.61
	STEP C	$ 29.99	$2,399.44	$5,198.78	$62,385.34
	STEP D	$ 31.49	$2,519.41	$5,458.72	$65,504.61
	STEP E	$ 33.07	$2,645.38	$5,731.65	$68,779.84
PARKS EQUIPMENT OPERATOR	STEP A	$ 28.68	$2,294.68	$4,971.82	$59,661.81
	STEP B	$ 30.12	$2,409.42	$5,220.41	$62,644.90
	STEP C	$ 31.62	$2,529.89	$5,481.43	$65,777.14
	STEP D	$ 33.20	$2,656.38	$5,755.50	$69,066.00
	STEP E	$ 34.87	$2,789.20	$6,043.28	$72,519.30
PERMIT TECHNICIAN	STEP A	$ 31.98	$2,558.47	$5,543.36	$66,520.30
	STEP B	$ 33.58	$2,686.40	$5,820.53	$69,846.31
	STEP C	$ 35.26	$2,820.72	$6,111.55	$73,338.63
	STEP D	$ 37.02	$2,961.75	$6,417.13	$77,005.56
	STEP E	$ 38.87	$3,109.84	$6,737.99	$80,855.84

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN	STEP A	$ 32.31	$2,584.66	$5,600.10	$67,201.14
	STEP B	$ 33.92	$2,713.89	$5,880.10	$70,561.20
	STEP C	$ 35.62	$2,849.59	$6,174.10	$74,089.26
	STEP D	$ 37.40	$2,992.07	$6,482.81	$77,793.72
	STEP E	$ 39.27	$3,141.67	$6,806.95	$81,683.41
PLANS EXAMINER	STEP A	$ 46.44	$3,715.41	$8,050.06	$96,600.76
	STEP B	$ 48.76	$3,901.18	$8,452.57	$101,430.80
	STEP C	$ 51.20	$4,096.24	$8,875.19	$106,502.34
	STEP D	$ 53.76	$4,301.06	$9,318.95	$111,827.46
	STEP E	$ 56.45	$4,516.11	$9,784.90	$117,418.83
PLUMBER	STEP A	$ 30.65	$2,451.79	$5,312.22	$63,746.60
	STEP B	$ 32.18	$2,574.38	$5,577.83	$66,933.93
	STEP C	$ 33.79	$2,703.10	$5,856.72	$70,280.62
	STEP D	$ 35.48	$2,838.26	$6,149.55	$73,794.66
	STEP E	$ 37.25	$2,980.17	$6,457.03	$77,484.39
POLICE DISPATCH SUPERVISOR	STEP A	$ 45.01	$3,600.41	$7,800.88	$93,610.56
	STEP B	$ 47.26	$3,780.43	$8,190.92	$98,291.08
	STEP C	$ 49.62	$3,969.45	$8,600.47	$103,205.64
	STEP D	$ 52.10	$4,167.92	$9,030.49	$108,365.92
	STEP E	$ 54.70	$4,376.32	$9,482.02	$113,784.22
POLICE DISPATCHER	STEP A	$ 36.99	$2,959.51	$6,412.27	$76,947.20
	STEP B	$ 38.84	$3,107.48	$6,732.88	$80,794.56
	STEP C	$ 40.79	$3,262.86	$7,069.52	$84,834.29
	STEP D	$ 42.83	$3,426.00	$7,423.00	$89,076.00
	STEP E	$ 44.97	$3,597.30	$7,794.15	$93,529.80
POLICE INVESTIGATIVE AIDE	STEP A	$ 31.01	$2,481.09	$5,375.70	$64,508.43
	STEP B	$ 32.56	$2,605.15	$5,644.49	$67,733.86
	STEP C	$ 34.19	$2,735.41	$5,926.71	$71,120.55
	STEP D	$ 35.90	$2,872.18	$6,223.05	$74,676.58
	STEP E	$ 37.70	$3,015.78	$6,534.20	$78,410.40
POLICE INVESTIGATOR (NON-SWORN)	STEP A	$ 34.23	$2,738.21	$5,932.80	$71,193.54
	STEP B	$ 35.94	$2,875.12	$6,229.43	$74,753.22
	STEP C	$ 37.74	$3,018.88	$6,540.91	$78,490.88
	STEP D	$ 39.62	$3,169.82	$6,867.95	$82,415.42
	STEP E	$ 41.60	$3,328.32	$7,211.35	$86,536.20

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATOR - PT (NON-SWORN)	STEP A	$ 34.23	$2,738.21	$5,932.80	$71,193.54
	STEP B	$ 35.94	$2,875.12	$6,229.43	$74,753.22
	STEP C	$ 37.74	$3,018.88	$6,540.91	$78,490.88
	STEP D	$ 39.62	$3,169.82	$6,867.95	$82,415.42
	STEP E	$ 41.60	$3,328.32	$7,211.35	$86,536.20
POLICE OPERATIONS ASSISTANT	STEP A	$ 29.83	$2,386.60	$5,170.96	$62,051.51
	STEP B	$ 31.32	$2,505.93	$5,429.51	$65,154.09
	STEP C	$ 32.89	$2,631.22	$5,700.98	$68,411.79
	STEP D	$ 34.53	$2,762.78	$5,986.03	$71,832.38
	STEP E	$ 36.26	$2,900.92	$6,285.33	$75,424.00
POLICE RECORDS CLERK	STEP A	$ 23.71	$1,896.99	$4,110.14	$49,321.67
	STEP B	$ 24.90	$1,991.84	$4,315.65	$51,787.76
	STEP C	$ 26.14	$2,091.43	$4,531.43	$54,377.14
	STEP D	$ 27.45	$2,196.00	$4,758.00	$57,096.00
	STEP E	$ 28.82	$2,305.80	$4,995.90	$59,950.80
POLICE RECORDS SUPERVISOR	STEP A	$ 32.76	$2,621.01	$5,678.85	$68,146.20
	STEP B	$ 34.40	$2,752.06	$5,962.79	$71,553.51
	STEP C	$ 36.12	$2,889.66	$6,260.93	$75,131.18
	STEP D	$ 37.93	$3,034.14	$6,573.98	$78,887.74
	STEP E	$ 39.82	$3,185.85	$6,902.68	$82,832.13
PROPERTY AGENT	STEP A	$ 41.28	$3,302.19	$7,154.73	$85,856.82
	STEP B	$ 43.34	$3,467.29	$7,512.47	$90,149.66
	STEP C	$ 45.51	$3,640.66	$7,888.10	$94,657.14
	STEP D	$ 47.78	$3,822.69	$8,282.50	$99,390.00
	STEP E	$ 50.17	$4,013.83	$8,696.63	$104,359.50
PROPERTY & EVIDENCE SPECIALIST I	STEP A	$ 25.21	$2,017.09	$4,370.36	$52,444.34
	STEP B	$ 26.47	$2,117.94	$4,588.88	$55,066.56
	STEP C	$ 27.80	$2,223.84	$4,818.32	$57,819.89
	STEP D	$ 29.19	$2,335.03	$5,059.24	$60,710.88
	STEP E	$ 30.65	$2,451.79	$5,312.20	$63,746.42
PROPERTY & EVIDENCE SPECIALIST I - PT	STEP A	$ 24.71	$1,977.11	$4,283.74	$51,404.86
	STEP B	$ 25.95	$2,075.97	$4,497.93	$53,975.10
	STEP C	$ 27.25	$2,179.76	$4,722.82	$56,673.86
	STEP D	$ 28.61	$2,288.75	$4,958.96	$59,507.55
	STEP E	$ 30.04	$2,403.19	$5,206.91	$62,482.93

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE SPECIALIST II	STEP A	$ 29.58	$2,366.09	$5,126.52	$61,518.23
	STEP B	$ 31.05	$2,484.39	$5,382.85	$64,594.14
	STEP C	$ 32.61	$2,608.61	$5,651.99	$67,823.85
	STEP D	$ 34.24	$2,739.04	$5,934.59	$71,215.04
	STEP E	$ 35.95	$2,875.99	$6,231.32	$74,775.79
PROPERTY & EVIDENCE UNIT SUPERVISOR	STEP A	$ 34.11	$2,728.47	$5,911.68	$70,940.17
	STEP B	$ 35.81	$2,864.89	$6,207.27	$74,487.18
	STEP C	$ 37.60	$3,008.14	$6,517.63	$78,211.54
	STEP D	$ 39.48	$3,158.54	$6,843.51	$82,122.12
	STEP E	$ 41.46	$3,316.47	$7,185.69	$86,228.23
PUBLIC WORKS CREW SUPERVISOR	STEP A	$ 43.59	$3,487.60	$7,556.46	$90,677.49
	STEP B	$ 45.77	$3,661.98	$7,934.28	$95,211.36
	STEP C	$ 48.06	$3,845.07	$8,330.99	$99,971.93
	STEP D	$ 50.47	$4,037.33	$8,747.54	$104,970.53
	STEP E	$ 52.99	$4,239.19	$9,184.92	$110,219.05
PURCHASING CLERK	STEP A	$ 24.75	$1,980.04	$4,290.09	$51,481.04
	STEP B	$ 25.99	$2,079.04	$4,504.59	$54,055.10
	STEP C	$ 27.29	$2,182.99	$4,729.82	$56,757.85
	STEP D	$ 28.65	$2,292.14	$4,966.31	$59,595.74
	STEP E	$ 30.08	$2,406.75	$5,214.63	$62,575.53
RECREATION AIDE - PT	STEP A	$ 18.40	$1,471.66	$3,188.60	$38,263.20
	STEP B	$ 19.32	$1,545.24	$3,348.03	$40,176.36
	STEP C	$ 20.28	$1,622.51	$3,515.43	$42,185.17
	STEP D	$ 21.30	$1,703.63	$3,691.20	$44,294.43
	STEP E	$ 22.36	$1,788.81	$3,875.76	$46,509.15
RECREATION CENTER SUPERVISOR	STEP A	$ 34.92	$2,793.39	$6,052.34	$72,628.08
	STEP B	$ 36.66	$2,933.06	$6,354.96	$76,259.48
	STEP C	$ 38.50	$3,079.71	$6,672.70	$80,072.46
	STEP D	$ 40.42	$3,233.70	$7,006.34	$84,076.08
	STEP E	$ 42.44	$3,395.38	$7,356.66	$88,279.88
RECREATION LEADER I - PT	STEP A	$ 18.55	$1,484.11	$3,215.58	$38,586.98
	STEP B	$ 19.48	$1,558.32	$3,376.36	$40,516.32
	STEP C	$ 20.45	$1,636.24	$3,545.18	$42,542.14
	STEP D	$ 21.48	$1,718.05	$3,722.44	$44,669.25
	STEP E	$ 22.55	$1,803.95	$3,908.56	$46,902.71

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
RECREATION LEADER II - PT	STEP A	$ 19.33	$1,546.14	$3,349.96	$40,199.55
	STEP B	$ 20.29	$1,623.44	$3,517.46	$42,209.52
	STEP C	$ 21.31	$1,704.62	$3,693.33	$44,320.00
	STEP D	$ 22.37	$1,789.85	$3,878.00	$46,536.00
	STEP E	$ 23.49	$1,879.34	$4,071.90	$48,862.80
RECREATION LEADER III - PT	STEP A	$ 18.86	$1,509.02	$3,269.54	$39,234.54
	STEP B	$ 19.81	$1,584.47	$3,433.02	$41,196.26
	STEP C	$ 20.80	$1,663.70	$3,604.67	$43,256.08
	STEP D	$ 21.84	$1,746.88	$3,784.91	$45,418.88
	STEP E	$ 22.93	$1,834.22	$3,974.15	$47,689.82
RECREATION SPECIALIST - PT	STEP A	$ 22.07	$1,765.69	$3,825.65	$45,907.82
	STEP B	$ 23.17	$1,853.97	$4,016.93	$48,203.21
	STEP C	$ 24.33	$1,946.67	$4,217.78	$50,613.37
	STEP D	$ 25.55	$2,044.00	$4,428.67	$53,144.04
	STEP E	$ 26.83	$2,146.20	$4,650.10	$55,801.24
RECREATION SUPERVISOR	STEP A	$ 36.73	$2,938.38	$6,366.48	$76,397.80
	STEP B	$ 38.57	$3,085.30	$6,684.81	$80,217.69
	STEP C	$ 40.49	$3,239.56	$7,019.05	$84,228.57
	STEP D	$ 42.52	$3,401.54	$7,370.00	$88,440.00
	STEP E	$ 44.65	$3,571.62	$7,738.50	$92,862.00
SENIOR ACCOUNTING ASSISTANT	STEP A	$ 30.20	$2,415.90	$5,234.45	$62,813.35
	STEP B	$ 31.71	$2,536.69	$5,496.17	$65,954.02
	STEP C	$ 33.29	$2,663.53	$5,770.98	$69,251.72
	STEP D	$ 34.96	$2,796.70	$6,059.53	$72,714.30
	STEP E	$ 36.71	$2,936.54	$6,362.50	$76,350.02
SENIOR BUILDING INSPECTOR	STEP A	$ 44.05	$3,523.78	$7,634.85	$91,618.17
	STEP B	$ 46.25	$3,699.96	$8,016.59	$96,199.07
	STEP C	$ 48.56	$3,884.96	$8,417.42	$101,009.03
	STEP D	$ 50.99	$4,079.21	$8,838.29	$106,059.48
	STEP E	$ 53.54	$4,283.17	$9,280.20	$111,362.45
SENIOR CIVIL ENGINEERING TECHNICIAN	STEP A	$ 37.96	$3,037.09	$6,580.36	$78,964.27
	STEP B	$ 39.86	$3,188.94	$6,909.37	$82,912.48
	STEP C	$ 41.85	$3,348.39	$7,254.84	$87,058.10
	STEP D	$ 43.95	$3,515.81	$7,617.58	$91,411.01
	STEP E	$ 46.14	$3,691.60	$7,998.46	$95,981.56

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR CRIME AND INTELLIGENCE ANALYST	STEP A	$ 49.39	$3,950.85	$8,560.17	$102,722.04
	STEP B	$ 51.85	$4,148.39	$8,988.18	$107,858.14
	STEP C	$ 54.45	$4,355.81	$9,437.59	$113,251.05
	STEP D	$ 57.17	$4,573.60	$9,909.47	$118,913.60
	STEP E	$ 60.03	$4,802.28	$10,404.94	$124,859.28
SENIOR CODE CONFORMANCE OFFICER	STEP A	$ 40.03	$3,202.17	$6,938.03	$83,256.39
	STEP B	$ 42.03	$3,362.28	$7,284.93	$87,419.21
	STEP C	$ 44.13	$3,530.39	$7,649.18	$91,790.17
	STEP D	$ 46.34	$3,706.91	$8,031.64	$96,379.68
	STEP E	$ 48.65	$3,892.26	$8,433.22	$101,198.66
SENIOR CONSTRUCTION INSPECTOR	STEP A	$ 42.47	$3,397.30	$7,360.82	$88,329.85
	STEP B	$ 44.59	$3,567.17	$7,728.86	$92,746.34
	STEP C	$ 46.82	$3,745.53	$8,115.30	$97,383.66
	STEP D	$ 49.16	$3,932.80	$8,521.07	$102,252.84
	STEP E	$ 51.62	$4,129.44	$8,947.12	$107,365.48
SENIOR EQUIPMENT OPERATOR	STEP A	$ 32.37	$2,589.92	$5,611.49	$67,337.87
	STEP B	$ 33.99	$2,719.41	$5,892.06	$70,704.76
	STEP C	$ 35.69	$2,855.38	$6,186.67	$74,240.00
	STEP D	$ 37.48	$2,998.15	$6,496.00	$77,952.00
	STEP E	$ 39.35	$3,148.06	$6,820.80	$81,849.60
SENIOR HOUSING SPECIALIST	STEP A	$ 41.50	$3,319.85	$7,193.00	$86,315.98
	STEP B	$ 43.57	$3,485.84	$7,552.65	$90,631.78
	STEP C	$ 45.75	$3,660.13	$7,930.28	$95,163.37
	STEP D	$ 48.04	$3,843.14	$8,326.79	$99,921.54
	STEP E	$ 50.44	$4,035.29	$8,743.13	$104,917.61
SENIOR LIBRARIAN	STEP A	$ 42.15	$3,371.73	$7,305.41	$87,664.97
	STEP B	$ 44.25	$3,540.32	$7,670.68	$92,048.22
	STEP C	$ 46.47	$3,717.33	$8,054.22	$96,650.63
	STEP D	$ 48.79	$3,903.20	$8,456.93	$101,483.16
	STEP E	$ 51.23	$4,098.36	$8,879.78	$106,557.32
SENIOR LIBRARY TECHNICIAN	STEP A	$ 27.70	$2,215.92	$4,801.15	$57,613.82
	STEP B	$ 29.08	$2,326.71	$5,041.21	$60,494.51
	STEP C	$ 30.54	$2,443.05	$5,293.27	$63,519.24
	STEP D	$ 32.07	$2,565.20	$5,557.93	$66,695.20
	STEP E	$ 33.67	$2,693.46	$5,835.83	$70,029.96

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR OFFICE ASSISTANT	STEP A	$ 24.91	$1,992.67	$4,317.46	$51,809.52
	STEP B	$ 26.15	$2,092.31	$4,533.33	$54,400.00
	STEP C	$ 27.46	$2,196.92	$4,760.00	$57,120.00
	STEP D	$ 28.83	$2,306.77	$4,998.00	$59,976.00
	STEP E	$ 30.28	$2,422.11	$5,247.90	$62,974.80
SENIOR PARK CARETAKER	STEP A	$ 29.40	$2,351.69	$5,095.32	$61,143.84
	STEP B	$ 30.87	$2,469.27	$5,350.09	$64,201.03
	STEP C	$ 32.41	$2,592.73	$5,617.59	$67,411.09
	STEP D	$ 34.03	$2,722.37	$5,898.47	$70,781.64
	STEP E	$ 35.73	$2,858.49	$6,193.39	$74,320.72
SENIOR POLICE DISPATCHER	STEP A	$ 42.97	$3,437.78	$7,448.53	$89,382.37
	STEP B	$ 45.12	$3,609.67	$7,820.96	$93,851.49
	STEP C	$ 47.38	$3,790.16	$8,212.01	$98,544.06
	STEP D	$ 49.75	$3,979.66	$8,622.61	$103,471.26
	STEP E	$ 52.23	$4,178.65	$9,053.74	$108,644.83
SENIOR TRAFFIC PAINTER	STEP A	$ 30.42	$2,433.48	$5,272.54	$63,270.45
	STEP B	$ 31.94	$2,555.15	$5,536.16	$66,433.97
	STEP C	$ 33.54	$2,682.91	$5,812.97	$69,755.67
	STEP D	$ 35.21	$2,817.06	$6,103.62	$73,243.46
	STEP E	$ 36.97	$2,957.91	$6,408.80	$76,905.63
SOUS CHEF	STEP A	$ 22.01	$1,761.01	$3,815.53	$45,786.32
	STEP B	$ 23.11	$1,849.06	$4,006.30	$48,075.64
	STEP C	$ 24.27	$1,941.52	$4,206.62	$50,479.42
	STEP D	$ 25.48	$2,038.59	$4,416.95	$53,003.39
	STEP E	$ 26.76	$2,140.52	$4,637.80	$55,653.56
STORM WATER COMPLIANCE INSPECTOR	STEP A	$ 35.15	$2,812.20	$6,093.10	$73,117.18
	STEP B	$ 36.91	$2,952.81	$6,397.75	$76,773.04
	STEP C	$ 38.76	$3,100.45	$6,717.64	$80,611.69
	STEP D	$ 40.69	$3,255.47	$7,053.52	$84,642.27
	STEP E	$ 42.73	$3,418.25	$7,406.20	$88,874.39
STREET SWEEPER OPERATOR	STEP A	$ 28.94	$2,315.22	$5,016.30	$60,195.66
	STEP B	$ 30.39	$2,430.98	$5,267.12	$63,205.44
	STEP C	$ 31.91	$2,552.53	$5,530.48	$66,365.71
	STEP D	$ 33.50	$2,680.15	$5,807.00	$69,684.00
	STEP E	$ 35.18	$2,814.16	$6,097.35	$73,168.20

5% SALARY INCREASE

APPENDIX "B" **EFFECTIVE JULY 7, 2026**

CITY OF NATIONAL CITY

NCMEA SALARY SCHEDULE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SUPERVISING CUSTODIAN	STEP A	$ 23.56	$1,885.05	$4,084.28	$49,011.31
	STEP B	$ 24.74	$1,979.30	$4,288.49	$51,461.88
	STEP C	$ 25.98	$2,078.27	$4,502.91	$54,034.97
	STEP D	$ 27.28	$2,182.18	$4,728.06	$56,736.72
	STEP E	$ 28.64	$2,291.29	$4,964.46	$59,573.56
TRAFFIC OFFICE COORDINATOR	STEP A	$ 29.51	$2,360.96	$5,115.41	$61,384.91
	STEP B	$ 30.99	$2,479.01	$5,371.18	$64,454.15
	STEP C	$ 32.54	$2,602.96	$5,639.74	$67,676.86
	STEP D	$ 34.16	$2,733.10	$5,921.73	$71,060.70
	STEP E	$ 35.87	$2,869.76	$6,217.81	$74,613.74
TRAFFIC PAINTER	STEP A	$ 27.98	$2,238.27	$4,849.58	$58,195.01
	STEP B	$ 29.38	$2,350.18	$5,092.06	$61,104.76
	STEP C	$ 30.85	$2,467.69	$5,346.67	$64,160.00
	STEP D	$ 32.39	$2,591.08	$5,614.00	$67,368.00
	STEP E	$ 34.01	$2,720.63	$5,894.70	$70,736.40
TRAINING COORDINATOR	STEP A	$ 32.26	$2,581.15	$5,592.48	$67,109.82
	STEP B	$ 33.88	$2,710.20	$5,872.11	$70,465.31
	STEP C	$ 35.57	$2,845.71	$6,165.71	$73,988.57
	STEP D	$ 37.35	$2,988.00	$6,474.00	$77,688.00
	STEP E	$ 39.22	$3,137.40	$6,797.70	$81,572.40
TREE TRIMMER	STEP A	$ 28.18	$2,254.22	$4,884.14	$58,609.65
	STEP B	$ 29.59	$2,366.93	$5,128.34	$61,540.14
	STEP C	$ 31.07	$2,485.27	$5,384.76	$64,617.14
	STEP D	$ 32.62	$2,609.54	$5,654.00	$67,848.00
	STEP E	$ 34.25	$2,740.02	$5,936.70	$71,240.40
WASTE WATER CREW CHIEF	STEP A	$ 33.38	$2,670.09	$5,785.19	$69,422.27
	STEP B	$ 35.04	$2,803.59	$6,074.45	$72,893.39
	STEP C	$ 36.80	$2,943.77	$6,378.17	$76,538.06
	STEP D	$ 38.64	$3,090.96	$6,697.08	$80,364.96
	STEP E	$ 40.57	$3,245.51	$7,031.93	$84,383.21

5% SALARY INCREASE

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ABANDONED VEHICLE ABATEMENT OFFICER	STEP A	$ 26.76	$2,140.58	$4,637.91	$55,654.95
	STEP B	$ 28.10	$2,247.60	$4,869.81	$58,437.70
	STEP C	$ 29.50	$2,359.98	$5,113.30	$61,359.58
	STEP D	$ 30.97	$2,477.98	$5,368.96	$64,427.56
	STEP E	$ 32.52	$2,601.88	$5,637.41	$67,648.94
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR	STEP A	$ 37.79	$3,022.80	$6,549.41	$78,592.87
	STEP B	$ 39.67	$3,173.94	$6,876.88	$82,522.51
	STEP C	$ 41.66	$3,332.64	$7,220.72	$86,648.64
	STEP D	$ 43.74	$3,499.27	$7,581.76	$90,981.07
	STEP E	$ 45.93	$3,674.24	$7,960.84	$95,530.13
ACCOUNTANT	STEP A	$ 39.42	$3,153.53	$6,832.65	$81,991.84
	STEP B	$ 41.39	$3,311.21	$7,174.29	$86,091.43
	STEP C	$ 43.46	$3,476.77	$7,533.00	$90,396.00
	STEP D	$ 45.63	$3,650.61	$7,909.65	$94,915.80
	STEP E	$ 47.91	$3,833.14	$8,305.13	$99,661.59
ACCOUNTANT TRAINEE	STEP A	$ 33.20	$2,655.91	$5,754.48	$69,053.74
	STEP B	$ 34.86	$2,788.71	$6,042.20	$72,506.42
	STEP C	$ 36.60	$2,928.14	$6,344.31	$76,131.74
	STEP D	$ 38.43	$3,074.55	$6,661.53	$79,938.33
	STEP E	$ 40.35	$3,228.28	$6,994.60	$83,935.25
ACCOUNTING ASSISTANT	STEP A	$ 29.76	$2,381.16	$5,159.18	$61,910.20
	STEP B	$ 31.25	$2,500.22	$5,417.14	$65,005.71
	STEP C	$ 32.82	$2,625.23	$5,688.00	$68,256.00
	STEP D	$ 34.46	$2,756.49	$5,972.40	$71,668.80
	STEP E	$ 36.18	$2,894.32	$6,271.02	$75,252.24
ADMINISTRATIVE SECRETARY	STEP A	$ 30.48	$2,438.64	$5,283.72	$63,404.63
	STEP B	$ 32.01	$2,560.57	$5,547.90	$66,574.86
	STEP C	$ 33.61	$2,688.60	$5,825.30	$69,903.60
	STEP D	$ 35.29	$2,823.03	$6,116.57	$73,398.78
	STEP E	$ 37.05	$2,964.18	$6,422.39	$77,068.72
ADMINISTRATIVE TECHNICIAN	STEP A	$ 33.75	$2,699.74	$5,849.43	$70,193.20
	STEP B	$ 35.43	$2,834.73	$6,141.90	$73,702.86
	STEP C	$ 37.21	$2,976.46	$6,449.00	$77,388.00
	STEP D	$ 39.07	$3,125.28	$6,771.45	$81,257.40
	STEP E	$ 41.02	$3,281.55	$7,110.02	$85,320.27

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR	STEP A	$ 22.55	$1,803.68	$3,907.98	$46,895.75
	STEP B	$ 23.67	$1,893.87	$4,103.38	$49,240.53
	STEP C	$ 24.86	$1,988.56	$4,308.55	$51,702.56
	STEP D	$ 26.10	$2,087.99	$4,523.97	$54,287.69
	STEP E	$ 27.40	$2,192.39	$4,750.17	$57,002.07
ANIMAL REGULATIONS OFFICER	STEP A	$ 30.37	$2,429.34	$5,263.57	$63,162.88
	STEP B	$ 31.89	$2,550.81	$5,526.75	$66,321.03
	STEP C	$ 33.48	$2,678.35	$5,803.09	$69,637.08
	STEP D	$ 35.15	$2,812.27	$6,093.24	$73,118.93
	STEP E	$ 36.91	$2,952.88	$6,397.91	$76,774.88
ASSISTANT ENGINEER-CIVIL	STEP A	$ 47.76	$3,821.19	$8,279.25	$99,350.99
	STEP B	$ 50.15	$4,012.25	$8,693.21	$104,318.54
	STEP C	$ 52.66	$4,212.86	$9,127.87	$109,534.46
	STEP D	$ 55.29	$4,423.51	$9,584.27	$115,011.19
	STEP E	$ 58.06	$4,644.68	$10,063.48	$120,761.75
ASSISTANT PLANNER	STEP A	$ 39.46	$3,156.50	$6,839.08	$82,069.01
	STEP B	$ 41.43	$3,314.33	$7,181.04	$86,172.46
	STEP C	$ 43.50	$3,480.04	$7,540.09	$90,481.08
	STEP D	$ 45.68	$3,654.04	$7,917.09	$95,005.13
	STEP E	$ 47.96	$3,836.75	$8,312.95	$99,755.39
ASSISTANT TREE TRIMMER	STEP A	$ 27.90	$2,232.11	$4,836.23	$58,034.74
	STEP B	$ 29.30	$2,343.71	$5,078.04	$60,936.47
	STEP C	$ 30.76	$2,460.90	$5,331.94	$63,983.30
	STEP D	$ 32.30	$2,583.94	$5,598.54	$67,182.46
	STEP E	$ 33.91	$2,713.14	$5,878.47	$70,541.58
ASSOCIATE ENGINEER-CIVIL	STEP A	$ 55.81	$4,465.10	$9,674.38	$116,092.52
	STEP B	$ 58.60	$4,688.35	$10,158.10	$121,897.14
	STEP C	$ 61.53	$4,922.77	$10,666.00	$127,992.00
	STEP D	$ 64.61	$5,168.91	$11,199.30	$134,391.60
	STEP E	$ 67.84	$5,427.35	$11,759.27	$141,111.18
ASSOCIATE PLANNER	STEP A	$ 45.37	$3,629.51	$7,863.95	$94,367.35
	STEP B	$ 47.64	$3,810.99	$8,257.14	$99,085.71
	STEP C	$ 50.02	$4,001.54	$8,670.00	$104,040.00
	STEP D	$ 52.52	$4,201.62	$9,103.50	$109,242.00
	STEP E	$ 55.15	$4,411.70	$9,558.68	$114,704.10

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
BUILDING INSPECTOR	STEP A	$ 40.82	$3,265.72	$7,075.74	$84,908.84
	STEP B	$ 42.86	$3,429.01	$7,429.52	$89,154.29
	STEP C	$ 45.01	$3,600.46	$7,801.00	$93,612.00
	STEP D	$ 47.26	$3,780.48	$8,191.05	$98,292.60
	STEP E	$ 49.62	$3,969.51	$8,600.60	$103,207.23
BUILDING INSPECTOR/ PLAN CHECKER	STEP A	$ 42.09	$3,367.39	$7,296.00	$87,552.06
	STEP B	$ 44.20	$3,535.76	$7,660.81	$91,929.66
	STEP C	$ 46.41	$3,712.54	$8,043.85	$96,526.14
	STEP D	$ 48.73	$3,898.17	$8,446.04	$101,352.45
	STEP E	$ 51.16	$4,093.08	$8,868.34	$106,420.07
BUILDING TRADE SPECIALIST	STEP A	$ 32.12	$2,569.77	$5,567.83	$66,813.94
	STEP B	$ 33.73	$2,698.26	$5,846.22	$70,154.64
	STEP C	$ 35.41	$2,833.17	$6,138.53	$73,662.37
	STEP D	$ 37.19	$2,974.83	$6,445.46	$77,345.49
	STEP E	$ 39.04	$3,123.57	$6,767.73	$81,212.76
BUYER	STEP A	$ 36.05	$2,883.73	$6,248.07	$74,976.87
	STEP B	$ 37.85	$3,027.91	$6,560.48	$78,725.71
	STEP C	$ 39.74	$3,179.31	$6,888.50	$82,662.00
	STEP D	$ 41.73	$3,338.27	$7,232.93	$86,795.10
	STEP E	$ 43.81	$3,505.19	$7,594.57	$91,134.86
CARPENTER	STEP A	$ 31.28	$2,502.08	$5,421.17	$65,054.10
	STEP B	$ 32.84	$2,627.18	$5,692.23	$68,306.80
	STEP C	$ 34.48	$2,758.54	$5,976.85	$71,722.14
	STEP D	$ 36.21	$2,896.47	$6,275.69	$75,308.25
	STEP E	$ 38.02	$3,041.29	$6,589.47	$79,073.66
CIVIL ENGINEERING TECHNICIAN	STEP A	$ 38.07	$3,045.74	$6,599.09	$79,189.12
	STEP B	$ 39.98	$3,198.02	$6,929.05	$83,148.57
	STEP C	$ 41.97	$3,357.92	$7,275.50	$87,306.00
	STEP D	$ 44.07	$3,525.82	$7,639.28	$91,671.30
	STEP E	$ 46.28	$3,702.11	$8,021.24	$96,254.87
CODE CONFORMANCE OFFICER I	STEP A	$ 34.88	$2,790.02	$6,045.05	$72,540.63
	STEP B	$ 36.62	$2,929.53	$6,347.30	$76,167.66
	STEP C	$ 38.45	$3,076.00	$6,664.67	$79,976.04
	STEP D	$ 40.37	$3,229.80	$6,997.90	$83,974.84
	STEP E	$ 42.39	$3,391.29	$7,347.80	$88,173.58

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CODE CONFORMANCE OFFICER I - PT	STEP A	$ 34.88	$2,790.02	$6,045.05	$72,540.63
	STEP B	$ 36.62	$2,929.53	$6,347.30	$76,167.66
	STEP C	$ 38.45	$3,076.00	$6,664.67	$79,976.04
	STEP D	$ 40.37	$3,229.80	$6,997.90	$83,974.84
	STEP E	$ 42.39	$3,391.29	$7,347.80	$88,173.58
CODE CONFORMANCE OFFICER II	STEP A	$ 37.19	$2,975.41	$6,446.71	$77,360.54
	STEP B	$ 39.05	$3,124.18	$6,769.05	$81,228.57
	STEP C	$ 41.00	$3,280.38	$7,107.50	$85,290.00
	STEP D	$ 43.06	$3,444.40	$7,462.88	$89,554.50
	STEP E	$ 45.21	$3,616.62	$7,836.02	$94,032.23
CODE CONFORMANCE OFFICER II - PT	STEP A	$ 37.19	$2,975.41	$6,446.71	$77,360.54
	STEP B	$ 39.05	$3,124.18	$6,769.05	$81,228.57
	STEP C	$ 41.00	$3,280.38	$7,107.50	$85,290.00
	STEP D	$ 43.06	$3,444.40	$7,462.88	$89,554.50
	STEP E	$ 45.21	$3,616.62	$7,836.02	$94,032.23
COMMUNITY DEVELOPMENT SPECIALIST I	STEP A	$ 35.40	$2,832.05	$6,136.11	$73,633.32
	STEP B	$ 37.17	$2,973.65	$6,442.92	$77,314.99
	STEP C	$ 39.03	$3,122.34	$6,765.06	$81,180.74
	STEP D	$ 40.98	$3,278.45	$7,103.31	$85,239.77
	STEP E	$ 43.03	$3,442.38	$7,458.48	$89,501.76
COMMUNITY DEVELOPMENT SPECIALIST II	STEP A	$ 40.00	$3,200.21	$6,933.79	$83,205.44
	STEP B	$ 42.00	$3,360.22	$7,280.48	$87,365.71
	STEP C	$ 44.10	$3,528.23	$7,644.50	$91,734.00
	STEP D	$ 46.31	$3,704.64	$8,026.73	$96,320.70
	STEP E	$ 48.62	$3,889.87	$8,428.06	$101,136.74
COMMUNITY SERVICES OFFICER	STEP A	$ 28.28	$2,262.75	$4,902.63	$58,831.60
	STEP B	$ 29.70	$2,375.89	$5,147.76	$61,773.18
	STEP C	$ 31.18	$2,494.69	$5,405.15	$64,861.83
	STEP D	$ 32.74	$2,619.42	$5,675.41	$68,104.93
	STEP E	$ 34.38	$2,750.39	$5,959.18	$71,510.17
CONSTRUCTION INSPECTOR	STEP A	$ 38.31	$3,065.11	$6,641.06	$79,692.77
	STEP B	$ 40.23	$3,218.36	$6,973.12	$83,677.41
	STEP C	$ 42.24	$3,379.28	$7,321.77	$87,861.28
	STEP D	$ 44.35	$3,548.24	$7,687.86	$92,254.34
	STEP E	$ 46.57	$3,725.66	$8,072.26	$96,867.06

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
CRIME & INTELLIGENCE ANALYST	STEP A	$ 40.87	$3,269.71	$7,084.36	$85,012.35
	STEP B	$ 42.91	$3,433.19	$7,438.58	$89,262.97
	STEP C	$ 45.06	$3,604.85	$7,810.51	$93,726.12
	STEP D	$ 47.31	$3,785.09	$8,201.04	$98,412.43
	STEP E	$ 49.68	$3,974.35	$8,611.09	$103,333.05
CRIME ANALYST	STEP A	$ 40.33	$3,226.06	$6,989.80	$83,877.55
	STEP B	$ 42.34	$3,387.36	$7,339.29	$88,071.43
	STEP C	$ 44.46	$3,556.73	$7,706.25	$92,475.00
	STEP D	$ 46.68	$3,734.57	$8,091.56	$97,098.75
	STEP E	$ 49.02	$3,921.30	$8,496.14	$101,953.69
CRIME SCENE SPECIALIST	STEP A	$ 38.03	$3,042.60	$6,592.29	$79,107.48
	STEP B	$ 39.93	$3,194.73	$6,921.90	$83,062.86
	STEP C	$ 41.93	$3,354.46	$7,268.00	$87,216.00
	STEP D	$ 44.03	$3,522.18	$7,631.40	$91,576.80
	STEP E	$ 46.23	$3,698.29	$8,012.97	$96,155.64
CUSTODIAN	STEP A	$ 22.05	$1,763.99	$3,821.98	$45,863.73
	STEP B	$ 23.15	$1,852.19	$4,013.08	$48,156.91
	STEP C	$ 24.31	$1,944.80	$4,213.73	$50,564.76
	STEP D	$ 25.53	$2,042.04	$4,424.42	$53,093.00
	STEP E	$ 26.80	$2,144.14	$4,645.64	$55,747.65
DISHWASHER - PT	STEP A	$ 19.32	$1,545.24	$3,348.03	$40,176.36
	STEP B	$ 20.28	$1,622.51	$3,515.43	$42,185.17
	STEP C	$ 21.30	$1,703.63	$3,691.20	$44,294.43
	STEP D	$ 22.36	$1,788.81	$3,875.76	$46,509.15
	STEP E	$ 23.48	$1,878.25	$4,069.55	$48,834.61
ELECTRICIAN	STEP A	$ 34.72	$2,777.44	$6,017.79	$72,213.45
	STEP B	$ 36.45	$2,916.31	$6,318.68	$75,824.12
	STEP C	$ 38.28	$3,062.13	$6,634.61	$79,615.33
	STEP D	$ 40.19	$3,215.23	$6,966.34	$83,596.09
	STEP E	$ 42.20	$3,376.00	$7,314.66	$87,775.90
EQUIPMENT MECHANIC I	STEP A	$ 33.22	$2,657.88	$5,758.73	$69,104.76
	STEP B	$ 34.88	$2,790.77	$6,046.67	$72,560.00
	STEP C	$ 36.63	$2,930.31	$6,349.00	$76,188.00
	STEP D	$ 38.46	$3,076.82	$6,666.45	$79,997.40
	STEP E	$ 40.38	$3,230.66	$6,999.77	$83,997.27

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC II	STEP A	$ 35.44	$2,835.37	$6,143.31	$73,719.73
	STEP B	$ 37.21	$2,977.14	$6,450.48	$77,405.71
	STEP C	$ 39.08	$3,126.00	$6,773.00	$81,276.00
	STEP D	$ 41.03	$3,282.30	$7,111.65	$85,339.80
	STEP E	$ 43.08	$3,446.42	$7,467.23	$89,606.79
EQUIPMENT OPERATOR	STEP A	$ 30.85	$2,467.61	$5,346.49	$64,157.82
	STEP B	$ 32.39	$2,590.99	$5,613.81	$67,365.71
	STEP C	$ 34.01	$2,720.54	$5,894.50	$70,734.00
	STEP D	$ 35.71	$2,856.57	$6,189.23	$74,270.70
	STEP E	$ 37.49	$2,999.39	$6,498.69	$77,984.24
EXECUTIVE CHEF	STEP A	$ 26.96	$2,156.73	$4,672.91	$56,074.91
	STEP B	$ 28.31	$2,264.56	$4,906.55	$58,878.66
	STEP C	$ 29.72	$2,377.79	$5,151.88	$61,822.59
	STEP D	$ 31.21	$2,496.68	$5,409.48	$64,913.72
	STEP E	$ 32.77	$2,621.52	$5,679.95	$68,159.41
EXECUTIVE SECRETARY	STEP A	$ 32.38	$2,590.48	$5,612.70	$67,352.38
	STEP B	$ 34.00	$2,720.00	$5,893.33	$70,720.00
	STEP C	$ 35.70	$2,856.00	$6,188.00	$74,256.00
	STEP D	$ 37.49	$2,998.80	$6,497.40	$77,968.80
	STEP E	$ 39.36	$3,148.74	$6,822.27	$81,867.24
FIRE INSPECTOR I	STEP A	$ 40.60	$3,247.89	$7,037.10	$84,445.17
	STEP B	$ 42.63	$3,410.29	$7,388.95	$88,667.43
	STEP C	$ 44.76	$3,580.80	$7,758.40	$93,100.80
	STEP D	$ 47.00	$3,759.84	$8,146.32	$97,755.84
	STEP E	$ 49.35	$3,947.83	$8,553.64	$102,643.63
FIRE INSPECTOR II	STEP A	$ 43.46	$3,476.50	$7,532.43	$90,389.12
	STEP B	$ 45.63	$3,650.33	$7,909.05	$94,908.57
	STEP C	$ 47.91	$3,832.85	$8,304.50	$99,654.00
	STEP D	$ 50.31	$4,024.49	$8,719.73	$104,636.70
	STEP E	$ 52.82	$4,225.71	$9,155.71	$109,868.54
FOOD SERVICES WORKER	STEP A	$ 20.66	$1,652.93	$3,581.34	$42,976.10
	STEP B	$ 21.69	$1,735.57	$3,760.41	$45,124.91
	STEP C	$ 22.78	$1,822.35	$3,948.43	$47,381.15
	STEP D	$ 23.92	$1,913.47	$4,145.85	$49,750.21
	STEP E	$ 25.11	$2,009.14	$4,353.14	$52,237.72

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
FOOD SERVICES WORKER - PT	STEP A	$ 20.66	$1,652.93	$3,581.34	$42,976.10
	STEP B	$ 21.69	$1,735.57	$3,760.41	$45,124.91
	STEP C	$ 22.78	$1,822.35	$3,948.43	$47,381.15
	STEP D	$ 23.92	$1,913.47	$4,145.85	$49,750.21
	STEP E	$ 25.11	$2,009.14	$4,353.14	$52,237.72
GRAFFITI REMOVAL ASSISTANT	STEP A	$ 25.81	$2,065.20	$4,474.59	$53,695.13
	STEP B	$ 27.11	$2,168.46	$4,698.32	$56,379.89
	STEP C	$ 28.46	$2,276.88	$4,933.24	$59,198.88
	STEP D	$ 29.88	$2,390.72	$5,179.90	$62,158.82
	STEP E	$ 31.38	$2,510.26	$5,438.90	$65,266.77
GRAFFITI REMOVAL TECHNICIAN	STEP A	$ 30.51	$2,440.55	$5,287.85	$63,454.24
	STEP B	$ 32.03	$2,562.58	$5,552.25	$66,626.96
	STEP C	$ 33.63	$2,690.70	$5,829.86	$69,958.30
	STEP D	$ 35.32	$2,825.24	$6,121.35	$73,456.22
	STEP E	$ 37.08	$2,966.50	$6,427.42	$77,129.03
HOME DELIVERED MEAL COORDINATOR	STEP A	$ 21.94	$1,755.23	$3,802.99	$45,635.86
	STEP B	$ 23.04	$1,842.99	$3,993.14	$47,917.65
	STEP C	$ 24.19	$1,935.14	$4,192.79	$50,313.54
	STEP D	$ 25.40	$2,031.89	$4,402.43	$52,829.21
	STEP E	$ 26.67	$2,133.49	$4,622.56	$55,470.67
HOME DELIVERED MEAL DRIVER	STEP A	$ 21.59	$1,727.54	$3,742.99	$44,915.93
	STEP B	$ 22.67	$1,813.91	$3,930.14	$47,161.72
	STEP C	$ 23.81	$1,904.61	$4,126.65	$49,519.81
	STEP D	$ 25.00	$1,999.84	$4,332.98	$51,995.80
	STEP E	$ 26.25	$2,099.83	$4,549.63	$54,595.59
HOUSING ASSISTANT	STEP A	$ 27.22	$2,177.49	$4,717.91	$56,614.86
	STEP B	$ 28.58	$2,286.37	$4,953.80	$59,445.61
	STEP C	$ 30.01	$2,400.69	$5,201.49	$62,417.89
	STEP D	$ 31.51	$2,520.72	$5,461.57	$65,538.78
	STEP E	$ 33.08	$2,646.76	$5,734.64	$68,815.72
HOUSING INSPECTOR I	STEP A	$ 35.54	$2,842.82	$6,159.44	$73,913.30
	STEP B	$ 37.31	$2,984.96	$6,467.41	$77,608.96
	STEP C	$ 39.18	$3,134.21	$6,790.78	$81,489.41
	STEP D	$ 41.14	$3,290.92	$7,130.32	$85,563.88
	STEP E	$ 43.19	$3,455.46	$7,486.84	$89,842.07

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR II	STEP A	$ 38.96	$3,116.64	$6,752.72	$81,032.65
	STEP B	$ 40.91	$3,272.47	$7,090.36	$85,084.28
	STEP C	$ 42.95	$3,436.10	$7,444.87	$89,338.50
	STEP D	$ 45.10	$3,607.90	$7,817.12	$93,805.42
	STEP E	$ 47.35	$3,788.30	$8,207.97	$98,495.69
HOUSING SPECIALIST	STEP A	$ 40.17	$3,213.40	$6,962.36	$83,548.30
	STEP B	$ 42.18	$3,374.07	$7,310.48	$87,725.71
	STEP C	$ 44.28	$3,542.77	$7,676.00	$92,112.00
	STEP D	$ 46.50	$3,719.91	$8,059.80	$96,717.60
	STEP E	$ 48.82	$3,905.90	$8,462.79	$101,553.48
JUNIOR ENGINEER-CIVIL	STEP A	$ 40.78	$3,262.78	$7,069.36	$84,832.30
	STEP B	$ 42.82	$3,425.92	$7,422.83	$89,073.92
	STEP C	$ 44.97	$3,597.22	$7,793.97	$93,527.62
	STEP D	$ 47.21	$3,777.08	$8,183.67	$98,204.00
	STEP E	$ 49.57	$3,965.93	$8,592.85	$103,114.20
LEAD EQUIPMENT MECHANIC	STEP A	$ 39.00	$3,119.99	$6,759.97	$81,119.67
	STEP B	$ 40.95	$3,275.99	$7,097.97	$85,175.66
	STEP C	$ 43.00	$3,439.79	$7,452.87	$89,434.44
	STEP D	$ 45.15	$3,611.78	$7,825.51	$93,906.16
	STEP E	$ 47.40	$3,792.36	$8,216.79	$98,601.47
LEAD HAZARD CONTROL PROGRAM CASE MANAGER	STEP A	$ 34.06	$2,725.14	$5,904.46	$70,853.57
	STEP B	$ 35.77	$2,861.39	$6,199.69	$74,396.25
	STEP C	$ 37.56	$3,004.46	$6,509.67	$78,116.06
	STEP D	$ 39.43	$3,154.69	$6,835.16	$82,021.87
	STEP E	$ 41.41	$3,312.42	$7,176.91	$86,122.96
LEAD HAZARD CONTROL PROGRAM COORDINATOR	STEP A	$ 37.29	$2,982.81	$6,462.75	$77,552.97
	STEP B	$ 39.15	$3,131.95	$6,785.88	$81,430.61
	STEP C	$ 41.11	$3,288.54	$7,125.18	$85,502.14
	STEP D	$ 43.16	$3,452.97	$7,481.44	$89,777.25
	STEP E	$ 45.32	$3,625.62	$7,855.51	$94,266.11
LEAD HOUSING INSPECTOR	STEP A	$ 35.24	$2,818.98	$6,107.78	$73,293.35
	STEP B	$ 37.00	$2,959.92	$6,413.17	$76,958.02
	STEP C	$ 38.85	$3,107.92	$6,733.83	$80,805.92
	STEP D	$ 40.79	$3,263.32	$7,070.52	$84,846.22
	STEP E	$ 42.83	$3,426.48	$7,424.04	$89,088.53

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LEAD RISK INSPECTOR/ASSESSOR	STEP A	$ 35.24	$2,818.98	$6,107.78	$73,293.35
	STEP B	$ 37.00	$2,959.92	$6,413.17	$76,958.02
	STEP C	$ 38.85	$3,107.92	$6,733.83	$80,805.92
	STEP D	$ 40.79	$3,263.32	$7,070.52	$84,846.22
	STEP E	$ 42.83	$3,426.48	$7,424.04	$89,088.53
LEAD SAMPLING TECHNICIAN	STEP A	$ 27.52	$2,201.34	$4,769.57	$57,234.81
	STEP B	$ 28.89	$2,311.41	$5,008.05	$60,096.55
	STEP C	$ 30.34	$2,426.98	$5,258.45	$63,101.38
	STEP D	$ 31.85	$2,548.32	$5,521.37	$66,256.44
	STEP E	$ 33.45	$2,675.74	$5,797.44	$69,569.27
LEAD TREE TRIMMER	STEP A	$ 34.01	$2,721.09	$5,895.69	$70,748.30
	STEP B	$ 35.71	$2,857.14	$6,190.48	$74,285.71
	STEP C	$ 37.50	$3,000.00	$6,500.00	$78,000.00
	STEP D	$ 39.38	$3,150.00	$6,825.00	$81,900.00
	STEP E	$ 41.34	$3,307.50	$7,166.25	$85,995.00
LIBRARIAN	STEP A	$ 37.79	$3,022.80	$6,549.41	$78,592.87
	STEP B	$ 39.67	$3,173.94	$6,876.88	$82,522.51
	STEP C	$ 41.66	$3,332.64	$7,220.72	$86,648.64
	STEP D	$ 43.74	$3,499.27	$7,581.76	$90,981.07
	STEP E	$ 45.93	$3,674.24	$7,960.84	$95,530.13
LIBRARIAN - PT	STEP A	$ 37.79	$3,022.80	$6,549.41	$78,592.87
	STEP B	$ 39.67	$3,173.94	$6,876.88	$82,522.51
	STEP C	$ 41.66	$3,332.64	$7,220.72	$86,648.64
	STEP D	$ 43.74	$3,499.27	$7,581.76	$90,981.07
	STEP E	$ 45.93	$3,674.24	$7,960.84	$95,530.13
LIBRARY AIDE - PT	STEP A	$ 19.32	$1,545.24	$3,348.03	$40,176.36
	STEP B	$ 20.28	$1,622.51	$3,515.43	$42,185.17
	STEP C	$ 21.30	$1,703.63	$3,691.20	$44,294.43
	STEP D	$ 22.36	$1,788.81	$3,875.76	$46,509.15
	STEP E	$ 23.48	$1,878.25	$4,069.55	$48,834.61
LIBRARY ASSISTANT	STEP A	$ 24.49	$1,958.83	$4,244.14	$50,929.63
	STEP B	$ 25.71	$2,056.77	$4,456.34	$53,476.11
	STEP C	$ 27.00	$2,159.61	$4,679.16	$56,149.92
	STEP D	$ 28.34	$2,267.59	$4,913.12	$58,957.42
	STEP E	$ 29.76	$2,380.97	$5,158.77	$61,905.29

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
LIBRARY ASSISTANT - PT	STEP A	$ 22.84	$1,827.53	$3,959.64	$47,515.69
	STEP B	$ 23.99	$1,918.90	$4,157.62	$49,891.47
	STEP C	$ 25.19	$2,014.85	$4,365.50	$52,386.05
	STEP D	$ 26.44	$2,115.59	$4,583.78	$55,005.35
	STEP E	$ 27.77	$2,221.37	$4,812.97	$57,755.62
LIBRARY CIRCULATION SUPERVISOR	STEP A	$ 32.88	$2,630.53	$5,699.48	$68,393.80
	STEP B	$ 34.53	$2,762.06	$5,984.46	$71,813.49
	STEP C	$ 36.25	$2,900.16	$6,283.68	$75,404.16
	STEP D	$ 38.06	$3,045.17	$6,597.86	$79,174.37
	STEP E	$ 39.97	$3,197.43	$6,927.76	$83,133.09
LIBRARY TECHNICIAN	STEP A	$ 27.61	$2,209.03	$4,786.23	$57,434.79
	STEP B	$ 28.99	$2,319.48	$5,025.54	$60,306.53
	STEP C	$ 30.44	$2,435.46	$5,276.82	$63,321.86
	STEP D	$ 31.97	$2,557.23	$5,540.66	$66,487.95
	STEP E	$ 33.56	$2,685.09	$5,817.70	$69,812.35
LIBRARY TECHNICIAN - PT	STEP A	$ 27.61	$2,209.03	$4,786.23	$57,434.79
	STEP B	$ 28.99	$2,319.48	$5,025.54	$60,306.53
	STEP C	$ 30.44	$2,435.46	$5,276.82	$63,321.86
	STEP D	$ 31.97	$2,557.23	$5,540.66	$66,487.95
	STEP E	$ 33.56	$2,685.09	$5,817.70	$69,812.35
MANAGEMENT ANALYST TRAINEE	STEP A	$ 30.86	$2,469.01	$5,349.51	$64,194.18
	STEP B	$ 32.41	$2,592.46	$5,616.99	$67,403.89
	STEP C	$ 34.03	$2,722.08	$5,897.84	$70,774.08
	STEP D	$ 35.73	$2,858.18	$6,192.73	$74,312.78
	STEP E	$ 37.51	$3,001.09	$6,502.37	$78,028.42
MAINTENANCE WORKER	STEP A	$ 27.53	$2,202.41	$4,771.88	$57,262.59
	STEP B	$ 28.91	$2,312.53	$5,010.48	$60,125.71
	STEP C	$ 30.35	$2,428.15	$5,261.00	$63,132.00
	STEP D	$ 31.87	$2,549.56	$5,524.05	$66,288.60
	STEP E	$ 33.46	$2,677.04	$5,800.25	$69,603.03
NEIGHBORHOOD COUNCIL SPECIALIST	STEP A	$ 31.40	$2,512.08	$5,442.84	$65,314.08
	STEP B	$ 32.97	$2,637.68	$5,714.98	$68,579.78
	STEP C	$ 34.62	$2,769.57	$6,000.73	$72,008.77
	STEP D	$ 36.35	$2,908.05	$6,300.77	$75,609.21
	STEP E	$ 38.17	$3,053.45	$6,615.81	$79,389.67

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
NUTRITION SERVICES SUPERVISOR	STEP A	$ 36.39	$2,911.27	$6,307.76	$75,693.13
	STEP B	$ 38.21	$3,056.84	$6,623.15	$79,477.79
	STEP C	$ 40.12	$3,209.68	$6,954.31	$83,451.68
	STEP D	$ 42.13	$3,370.16	$7,302.02	$87,624.26
	STEP E	$ 44.23	$3,538.67	$7,667.12	$92,005.48
OFFICE ASSISTANT	STEP A	$ 22.74	$1,819.07	$3,941.31	$47,295.71
	STEP B	$ 23.88	$1,910.02	$4,138.37	$49,660.50
	STEP C	$ 25.07	$2,005.52	$4,345.29	$52,143.52
	STEP D	$ 26.32	$2,105.80	$4,562.56	$54,750.70
	STEP E	$ 27.64	$2,211.09	$4,790.69	$57,488.23
PARK CARETAKER	STEP A	$ 26.19	$2,095.31	$4,539.84	$54,478.04
	STEP B	$ 27.50	$2,200.07	$4,766.83	$57,201.94
	STEP C	$ 28.88	$2,310.08	$5,005.17	$60,062.04
	STEP D	$ 30.32	$2,425.58	$5,255.43	$63,065.14
	STEP E	$ 31.84	$2,546.86	$5,518.20	$66,218.40
PARK SUPERVISOR	STEP A	$ 41.46	$3,316.59	$7,185.94	$86,231.29
	STEP B	$ 43.53	$3,482.42	$7,545.24	$90,542.86
	STEP C	$ 45.71	$3,656.54	$7,922.50	$95,070.00
	STEP D	$ 47.99	$3,839.37	$8,318.63	$99,823.50
	STEP E	$ 50.39	$4,031.33	$8,734.56	$104,814.68
PARKING REGULATIONS OFFICER	STEP A	$ 28.56	$2,285.18	$4,951.22	$59,414.61
	STEP B	$ 29.99	$2,399.44	$5,198.78	$62,385.34
	STEP C	$ 31.49	$2,519.41	$5,458.72	$65,504.61
	STEP D	$ 33.07	$2,645.38	$5,731.65	$68,779.84
	STEP E	$ 34.72	$2,777.65	$6,018.24	$72,218.83
PARKS EQUIPMENT OPERATOR	STEP A	$ 30.12	$2,409.42	$5,220.41	$62,644.90
	STEP B	$ 31.62	$2,529.89	$5,481.43	$65,777.14
	STEP C	$ 33.20	$2,656.38	$5,755.50	$69,066.00
	STEP D	$ 34.87	$2,789.20	$6,043.28	$72,519.30
	STEP E	$ 36.61	$2,928.66	$6,345.44	$76,145.27
PERMIT TECHNICIAN	STEP A	$ 33.58	$2,686.40	$5,820.53	$69,846.31
	STEP B	$ 35.26	$2,820.72	$6,111.55	$73,338.63
	STEP C	$ 37.02	$2,961.75	$6,417.13	$77,005.56
	STEP D	$ 38.87	$3,109.84	$6,737.99	$80,855.84
	STEP E	$ 40.82	$3,265.33	$7,074.89	$84,898.63

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN	STEP A	$ 33.92	$2,713.89	$5,880.10	$70,561.20
	STEP B	$ 35.62	$2,849.59	$6,174.10	$74,089.26
	STEP C	$ 37.40	$2,992.07	$6,482.81	$77,793.72
	STEP D	$ 39.27	$3,141.67	$6,806.95	$81,683.41
	STEP E	$ 41.23	$3,298.75	$7,147.30	$85,767.58
PLANS EXAMINER	STEP A	$ 48.76	$3,901.18	$8,452.57	$101,430.80
	STEP B	$ 51.20	$4,096.24	$8,875.19	$106,502.34
	STEP C	$ 53.76	$4,301.06	$9,318.95	$111,827.46
	STEP D	$ 56.45	$4,516.11	$9,784.90	$117,418.83
	STEP E	$ 59.27	$4,741.91	$10,274.15	$123,289.77
PLUMBER	STEP A	$ 32.18	$2,574.38	$5,577.83	$66,933.93
	STEP B	$ 33.79	$2,703.10	$5,856.72	$70,280.62
	STEP C	$ 35.48	$2,838.26	$6,149.55	$73,794.66
	STEP D	$ 37.25	$2,980.17	$6,457.03	$77,484.39
	STEP E	$ 39.11	$3,129.18	$6,779.88	$81,358.61
POLICE DISPATCH SUPERVISOR	STEP A	$ 47.26	$3,780.43	$8,190.92	$98,291.08
	STEP B	$ 49.62	$3,969.45	$8,600.47	$103,205.64
	STEP C	$ 52.10	$4,167.92	$9,030.49	$108,365.92
	STEP D	$ 54.70	$4,376.32	$9,482.02	$113,784.22
	STEP E	$ 57.44	$4,595.13	$9,956.12	$119,473.43
POLICE DISPATCHER	STEP A	$ 38.84	$3,107.48	$6,732.88	$80,794.56
	STEP B	$ 40.79	$3,262.86	$7,069.52	$84,834.29
	STEP C	$ 42.83	$3,426.00	$7,423.00	$89,076.00
	STEP D	$ 44.97	$3,597.30	$7,794.15	$93,529.80
	STEP E	$ 47.21	$3,777.17	$8,183.86	$98,206.29
POLICE INVESTIGATIVE AIDE	STEP A	$ 32.56	$2,605.15	$5,644.49	$67,733.86
	STEP B	$ 34.19	$2,735.41	$5,926.71	$71,120.55
	STEP C	$ 35.90	$2,872.18	$6,223.05	$74,676.58
	STEP D	$ 37.70	$3,015.78	$6,534.20	$78,410.40
	STEP E	$ 39.58	$3,166.57	$6,860.91	$82,330.93
POLICE INVESTIGATOR (NON-SWORN)	STEP A	$ 35.94	$2,875.12	$6,229.43	$74,753.22
	STEP B	$ 37.74	$3,018.88	$6,540.91	$78,490.88
	STEP C	$ 39.62	$3,169.82	$6,867.95	$82,415.42
	STEP D	$ 41.60	$3,328.32	$7,211.35	$86,536.20
	STEP E	$ 43.68	$3,494.73	$7,571.92	$90,863.00

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATOR - PT (NON-SWORN)	STEP A	$ 35.94	$2,875.12	$6,229.43	$74,753.22
	STEP B	$ 37.74	$3,018.88	$6,540.91	$78,490.88
	STEP C	$ 39.62	$3,169.82	$6,867.95	$82,415.42
	STEP D	$ 41.60	$3,328.32	$7,211.35	$86,536.20
	STEP E	$ 43.68	$3,494.73	$7,571.92	$90,863.00
POLICE OPERATIONS ASSISTANT	STEP A	$ 31.32	$2,505.93	$5,429.51	$65,154.09
	STEP B	$ 32.89	$2,631.22	$5,700.98	$68,411.79
	STEP C	$ 34.53	$2,762.78	$5,986.03	$71,832.38
	STEP D	$ 36.26	$2,900.92	$6,285.33	$75,424.00
	STEP E	$ 38.07	$3,045.97	$6,599.60	$79,195.20
POLICE RECORDS CLERK	STEP A	$ 24.90	$1,991.84	$4,315.65	$51,787.76
	STEP B	$ 26.14	$2,091.43	$4,531.43	$54,377.14
	STEP C	$ 27.45	$2,196.00	$4,758.00	$57,096.00
	STEP D	$ 28.82	$2,305.80	$4,995.90	$59,950.80
	STEP E	$ 30.26	$2,421.09	$5,245.70	$62,948.34
POLICE RECORDS SUPERVISOR	STEP A	$ 34.40	$2,752.06	$5,962.79	$71,553.51
	STEP B	$ 36.12	$2,889.66	$6,260.93	$75,131.18
	STEP C	$ 37.93	$3,034.14	$6,573.98	$78,887.74
	STEP D	$ 39.82	$3,185.85	$6,902.68	$82,832.13
	STEP E	$ 41.81	$3,345.14	$7,247.81	$86,973.74
PROPERTY AGENT	STEP A	$ 43.34	$3,467.29	$7,512.47	$90,149.66
	STEP B	$ 45.51	$3,640.66	$7,888.10	$94,657.14
	STEP C	$ 47.78	$3,822.69	$8,282.50	$99,390.00
	STEP D	$ 50.17	$4,013.83	$8,696.63	$104,359.50
	STEP E	$ 52.68	$4,214.52	$9,131.46	$109,577.48
PROPERTY & EVIDENCE SPECIALIST I	STEP A	$ 26.47	$2,117.94	$4,588.88	$55,066.56
	STEP B	$ 27.80	$2,223.84	$4,818.32	$57,819.89
	STEP C	$ 29.19	$2,335.03	$5,059.24	$60,710.88
	STEP D	$ 30.65	$2,451.79	$5,312.20	$63,746.42
	STEP E	$ 32.18	$2,574.37	$5,577.81	$66,933.75
PROPERTY & EVIDENCE SPECIALIST I - PT	STEP A	$ 25.95	$2,075.97	$4,497.93	$53,975.10
	STEP B	$ 27.25	$2,179.76	$4,722.82	$56,673.86
	STEP C	$ 28.61	$2,288.75	$4,958.96	$59,507.55
	STEP D	$ 30.04	$2,403.19	$5,206.91	$62,482.93
	STEP E	$ 31.54	$2,523.35	$5,467.26	$65,607.08

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE SPECIALIST II	STEP A	$ 31.05	$2,484.39	$5,382.85	$64,594.14
	STEP B	$ 32.61	$2,608.61	$5,651.99	$67,823.85
	STEP C	$ 34.24	$2,739.04	$5,934.59	$71,215.04
	STEP D	$ 35.95	$2,875.99	$6,231.32	$74,775.79
	STEP E	$ 37.75	$3,019.79	$6,542.88	$78,514.58
PROPERTY & EVIDENCE UNIT SUPERVISOR	STEP A	$ 35.81	$2,864.89	$6,207.27	$74,487.18
	STEP B	$ 37.60	$3,008.14	$6,517.63	$78,211.54
	STEP C	$ 39.48	$3,158.54	$6,843.51	$82,122.12
	STEP D	$ 41.46	$3,316.47	$7,185.69	$86,228.23
	STEP E	$ 43.53	$3,482.29	$7,544.97	$90,539.64
PUBLIC WORKS CREW SUPERVISOR	STEP A	$ 45.77	$3,661.98	$7,934.28	$95,211.36
	STEP B	$ 48.06	$3,845.07	$8,330.99	$99,971.93
	STEP C	$ 50.47	$4,037.33	$8,747.54	$104,970.53
	STEP D	$ 52.99	$4,239.19	$9,184.92	$110,219.05
	STEP E	$ 55.64	$4,451.15	$9,644.17	$115,730.01
PURCHASING CLERK	STEP A	$ 25.99	$2,079.04	$4,504.59	$54,055.10
	STEP B	$ 27.29	$2,182.99	$4,729.82	$56,757.85
	STEP C	$ 28.65	$2,292.14	$4,966.31	$59,595.74
	STEP D	$ 30.08	$2,406.75	$5,214.63	$62,575.53
	STEP E	$ 31.59	$2,527.09	$5,475.36	$65,704.31
RECREATION AIDE - PT	STEP A	$ 19.32	$1,545.24	$3,348.03	$40,176.36
	STEP B	$ 20.28	$1,622.51	$3,515.43	$42,185.17
	STEP C	$ 21.30	$1,703.63	$3,691.20	$44,294.43
	STEP D	$ 22.36	$1,788.81	$3,875.76	$46,509.15
	STEP E	$ 23.48	$1,878.25	$4,069.55	$48,834.61
RECREATION CENTER SUPERVISOR	STEP A	$ 36.66	$2,933.06	$6,354.96	$76,259.48
	STEP B	$ 38.50	$3,079.71	$6,672.70	$80,072.46
	STEP C	$ 40.42	$3,233.70	$7,006.34	$84,076.08
	STEP D	$ 42.44	$3,395.38	$7,356.66	$88,279.88
	STEP E	$ 44.56	$3,565.15	$7,724.49	$92,693.88
RECREATION LEADER I - PT	STEP A	$ 19.48	$1,558.32	$3,376.36	$40,516.32
	STEP B	$ 20.45	$1,636.24	$3,545.18	$42,542.14
	STEP C	$ 21.48	$1,718.05	$3,722.44	$44,669.25
	STEP D	$ 22.55	$1,803.95	$3,908.56	$46,902.71
	STEP E	$ 23.68	$1,894.15	$4,103.99	$49,247.85

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
RECREATION LEADER II - PT	STEP A	$ 20.29	$1,623.44	$3,517.46	$42,209.52
	STEP B	$ 21.31	$1,704.62	$3,693.33	$44,320.00
	STEP C	$ 22.37	$1,789.85	$3,878.00	$46,536.00
	STEP D	$ 23.49	$1,879.34	$4,071.90	$48,862.80
	STEP E	$ 24.67	$1,973.31	$4,275.50	$51,305.94
RECREATION LEADER III - PT	STEP A	$ 19.81	$1,584.47	$3,433.02	$41,196.26
	STEP B	$ 20.80	$1,663.70	$3,604.67	$43,256.08
	STEP C	$ 21.84	$1,746.88	$3,784.91	$45,418.88
	STEP D	$ 22.93	$1,834.22	$3,974.15	$47,689.82
	STEP E	$ 24.07	$1,925.94	$4,172.86	$50,074.32
RECREATION SPECIALIST - PT	STEP A	$ 23.17	$1,853.97	$4,016.93	$48,203.21
	STEP B	$ 24.33	$1,946.67	$4,217.78	$50,613.37
	STEP C	$ 25.55	$2,044.00	$4,428.67	$53,144.04
	STEP D	$ 26.83	$2,146.20	$4,650.10	$55,801.24
	STEP E	$ 28.17	$2,253.51	$4,882.61	$58,591.30
RECREATION SUPERVISOR	STEP A	$ 38.57	$3,085.30	$6,684.81	$80,217.69
	STEP B	$ 40.49	$3,239.56	$7,019.05	$84,228.57
	STEP C	$ 42.52	$3,401.54	$7,370.00	$88,440.00
	STEP D	$ 44.65	$3,571.62	$7,738.50	$92,862.00
	STEP E	$ 46.88	$3,750.20	$8,125.43	$97,505.10
SENIOR ACCOUNTING ASSISTANT	STEP A	$ 31.71	$2,536.69	$5,496.17	$65,954.02
	STEP B	$ 33.29	$2,663.53	$5,770.98	$69,251.72
	STEP C	$ 34.96	$2,796.70	$6,059.53	$72,714.30
	STEP D	$ 36.71	$2,936.54	$6,362.50	$76,350.02
	STEP E	$ 38.54	$3,083.37	$6,680.63	$80,167.52
SENIOR BUILDING INSPECTOR	STEP A	$ 46.25	$3,699.96	$8,016.59	$96,199.07
	STEP B	$ 48.56	$3,884.96	$8,417.42	$101,009.03
	STEP C	$ 50.99	$4,079.21	$8,838.29	$106,059.48
	STEP D	$ 53.54	$4,283.17	$9,280.20	$111,362.45
	STEP E	$ 56.22	$4,497.33	$9,744.21	$116,930.58
SENIOR CIVIL ENGINEERING TECHNICIAN	STEP A	$ 39.86	$3,188.94	$6,909.37	$82,912.48
	STEP B	$ 41.85	$3,348.39	$7,254.84	$87,058.10
	STEP C	$ 43.95	$3,515.81	$7,617.58	$91,411.01
	STEP D	$ 46.14	$3,691.60	$7,998.46	$95,981.56
	STEP E	$ 48.45	$3,876.18	$8,398.39	$100,780.64

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR CRIME AND INTELLIGENCE ANALYST	STEP A	$ 51.85	$4,148.39	$8,988.18	$107,858.14
	STEP B	$ 54.45	$4,355.81	$9,437.59	$113,251.05
	STEP C	$ 57.17	$4,573.60	$9,909.47	$118,913.60
	STEP D	$ 60.03	$4,802.28	$10,404.94	$124,859.28
	STEP E	$ 63.03	$5,042.39	$10,925.19	$131,102.24
SENIOR CODE CONFORMANCE OFFICER	STEP A	$ 42.03	$3,362.28	$7,284.93	$87,419.21
	STEP B	$ 44.13	$3,530.39	$7,649.18	$91,790.17
	STEP C	$ 46.34	$3,706.91	$8,031.64	$96,379.68
	STEP D	$ 48.65	$3,892.26	$8,433.22	$101,198.66
	STEP E	$ 51.09	$4,086.87	$8,854.88	$106,258.60
SENIOR CONSTRUCTION INSPECTOR	STEP A	$ 44.59	$3,567.17	$7,728.86	$92,746.34
	STEP B	$ 46.82	$3,745.53	$8,115.30	$97,383.66
	STEP C	$ 49.16	$3,932.80	$8,521.07	$102,252.84
	STEP D	$ 51.62	$4,129.44	$8,947.12	$107,365.48
	STEP E	$ 54.20	$4,335.91	$9,394.48	$112,733.76
SENIOR EQUIPMENT OPERATOR	STEP A	$ 33.99	$2,719.41	$5,892.06	$70,704.76
	STEP B	$ 35.69	$2,855.38	$6,186.67	$74,240.00
	STEP C	$ 37.48	$2,998.15	$6,496.00	$77,952.00
	STEP D	$ 39.35	$3,148.06	$6,820.80	$81,849.60
	STEP E	$ 41.32	$3,305.46	$7,161.84	$85,942.08
SENIOR HOUSING SPECIALIST	STEP A	$ 43.57	$3,485.84	$7,552.65	$90,631.78
	STEP B	$ 45.75	$3,660.13	$7,930.28	$95,163.37
	STEP C	$ 48.04	$3,843.14	$8,326.79	$99,921.54
	STEP D	$ 50.44	$4,035.29	$8,743.13	$104,917.61
	STEP E	$ 52.96	$4,237.06	$9,180.29	$110,163.49
SENIOR LIBRARIAN	STEP A	$ 44.25	$3,540.32	$7,670.68	$92,048.22
	STEP B	$ 46.47	$3,717.33	$8,054.22	$96,650.63
	STEP C	$ 48.79	$3,903.20	$8,456.93	$101,483.16
	STEP D	$ 51.23	$4,098.36	$8,879.78	$106,557.32
	STEP E	$ 53.79	$4,303.28	$9,323.77	$111,885.18
SENIOR LIBRARY TECHNICIAN	STEP A	$ 29.08	$2,326.71	$5,041.21	$60,494.51
	STEP B	$ 30.54	$2,443.05	$5,293.27	$63,519.24
	STEP C	$ 32.07	$2,565.20	$5,557.93	$66,695.20
	STEP D	$ 33.67	$2,693.46	$5,835.83	$70,029.96
	STEP E	$ 35.35	$2,828.13	$6,127.62	$73,531.46

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SENIOR OFFICE ASSISTANT	STEP A	$ 26.15	$2,092.31	$4,533.33	$54,400.00
	STEP B	$ 27.46	$2,196.92	$4,760.00	$57,120.00
	STEP C	$ 28.83	$2,306.77	$4,998.00	$59,976.00
	STEP D	$ 30.28	$2,422.11	$5,247.90	$62,974.80
	STEP E	$ 31.79	$2,543.21	$5,510.30	$66,123.54
SENIOR PARK CARETAKER	STEP A	$ 30.87	$2,469.27	$5,350.09	$64,201.03
	STEP B	$ 32.41	$2,592.73	$5,617.59	$67,411.09
	STEP C	$ 34.03	$2,722.37	$5,898.47	$70,781.64
	STEP D	$ 35.73	$2,858.49	$6,193.39	$74,320.72
	STEP E	$ 37.52	$3,001.41	$6,503.06	$78,036.76
SENIOR POLICE DISPATCHER	STEP A	$ 45.12	$3,609.67	$7,820.96	$93,851.49
	STEP B	$ 47.38	$3,790.16	$8,212.01	$98,544.06
	STEP C	$ 49.75	$3,979.66	$8,622.61	$103,471.26
	STEP D	$ 52.23	$4,178.65	$9,053.74	$108,644.83
	STEP E	$ 54.84	$4,387.58	$9,506.42	$114,077.07
SENIOR TRAFFIC PAINTER	STEP A	$ 31.94	$2,555.15	$5,536.16	$66,433.97
	STEP B	$ 33.54	$2,682.91	$5,812.97	$69,755.67
	STEP C	$ 35.21	$2,817.06	$6,103.62	$73,243.46
	STEP D	$ 36.97	$2,957.91	$6,408.80	$76,905.63
	STEP E	$ 38.82	$3,105.80	$6,729.24	$80,750.91
SOUS CHEF	STEP A	$ 23.11	$1,849.06	$4,006.30	$48,075.64
	STEP B	$ 24.27	$1,941.52	$4,206.62	$50,479.42
	STEP C	$ 25.48	$2,038.59	$4,416.95	$53,003.39
	STEP D	$ 26.76	$2,140.52	$4,637.80	$55,653.56
	STEP E	$ 28.09	$2,247.55	$4,869.69	$58,436.24
STORM WATER COMPLIANCE INSPECTOR	STEP A	$ 36.91	$2,952.81	$6,397.75	$76,773.04
	STEP B	$ 38.76	$3,100.45	$6,717.64	$80,611.69
	STEP C	$ 40.69	$3,255.47	$7,053.52	$84,642.27
	STEP D	$ 42.73	$3,418.25	$7,406.20	$88,874.39
	STEP E	$ 44.86	$3,589.16	$7,776.51	$93,318.10
STREET SWEEPER OPERATOR	STEP A	$ 30.39	$2,430.98	$5,267.12	$63,205.44
	STEP B	$ 31.91	$2,552.53	$5,530.48	$66,365.71
	STEP C	$ 33.50	$2,680.15	$5,807.00	$69,684.00
	STEP D	$ 35.18	$2,814.16	$6,097.35	$73,168.20
	STEP E	$ 36.94	$2,954.87	$6,402.22	$76,826.61

TITLE		HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
SUPERVISING CUSTODIAN	STEP A	$ 24.74	$1,979.30	$4,288.49	$51,461.88
	STEP B	$ 25.98	$2,078.27	$4,502.91	$54,034.97
	STEP C	$ 27.28	$2,182.18	$4,728.06	$56,736.72
	STEP D	$ 28.64	$2,291.29	$4,964.46	$59,573.56
	STEP E	$ 30.07	$2,405.86	$5,212.69	$62,552.23
TRAFFIC OFFICE COORDINATOR	STEP A	$ 30.99	$2,479.01	$5,371.18	$64,454.15
	STEP B	$ 32.54	$2,602.96	$5,639.74	$67,676.86
	STEP C	$ 34.16	$2,733.10	$5,921.73	$71,060.70
	STEP D	$ 35.87	$2,869.76	$6,217.81	$74,613.74
	STEP E	$ 37.67	$3,013.25	$6,528.70	$78,344.43
TRAFFIC PAINTER	STEP A	$ 29.38	$2,350.18	$5,092.06	$61,104.76
	STEP B	$ 30.85	$2,467.69	$5,346.67	$64,160.00
	STEP C	$ 32.39	$2,591.08	$5,614.00	$67,368.00
	STEP D	$ 34.01	$2,720.63	$5,894.70	$70,736.40
	STEP E	$ 35.71	$2,856.66	$6,189.44	$74,273.22
TRAINING COORDINATOR	STEP A	$ 33.88	$2,710.20	$5,872.11	$70,465.31
	STEP B	$ 35.57	$2,845.71	$6,165.71	$73,988.57
	STEP C	$ 37.35	$2,988.00	$6,474.00	$77,688.00
	STEP D	$ 39.22	$3,137.40	$6,797.70	$81,572.40
	STEP E	$ 41.18	$3,294.27	$7,137.59	$85,651.02
TREE TRIMMER	STEP A	$ 29.59	$2,366.93	$5,128.34	$61,540.14
	STEP B	$ 31.07	$2,485.27	$5,384.76	$64,617.14
	STEP C	$ 32.62	$2,609.54	$5,654.00	$67,848.00
	STEP D	$ 34.25	$2,740.02	$5,936.70	$71,240.40
	STEP E	$ 35.96	$2,877.02	$6,233.54	$74,802.42
WASTE WATER CREW CHIEF	STEP A	$ 35.04	$2,803.59	$6,074.45	$72,893.39
	STEP B	$ 36.80	$2,943.77	$6,378.17	$76,538.06
	STEP C	$ 38.64	$3,090.96	$6,697.08	$80,364.96
	STEP D	$ 40.57	$3,245.51	$7,031.93	$84,383.21
	STEP E	$ 42.60	$3,407.78	$7,383.53	$88,602.37

EXHIBIT E

Increase Appropriations by Fund
for Fiscal Year 2025-2026

Fund	**Fiscal Year 2026**	
General Fund	$	452,955
Library Fund	$	33,981
Park Maintenance Fund	$	80,260
Gas Tax Fund	$	59,814
Sewer Fund	$	87,518
Nutrition Fund	$	22,296
Refuse Enterprise Fund	$	11,985
Parking Authority	$	3,376
Housing Authority	$	5,677
Section 8 Fund	$	26,037
Home Fund	$	2,154
Low & Mod Income Housing Asset Fund	$	1,661
Facility Maintenance Fund	$	40,698
Motor Vehicle Service Fund	$	19,738
Total	$	848,151

AGENDA REPORT

Department: **Human Resources**
Prepared by: **Alicia Hicks, Human Resources Director**
Meeting Date: **Tuesday, September 2, 2025**
Approved by: **Scott W. Huth, Interim City Manager**

SUBJECT:
Memorandum of Understanding (MOU) Between the City of National City and the National City Firefighters' Association (NCFFA).

RECOMMENDATION:
Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Approving the Memorandum of Understanding between the City of National City and the National City Firefighters' Association and Authorizing the Establishment of a Fiscal Year 2025-2026 Budget Appropriation in the Amount of $856,245.00 in the General Fund to Fund Salary and Benefit Increases.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The labor agreement between the City of National City and the NCFFA expired on June 30, 2025. The City and NCFFA entered into negotiations in the Spring of 2025 to establish a successor MOU. Both parties engaged in good faith bargaining over wages, benefits and working conditions for represented classifications. On August 12, 2025, the NCFFA membership voted to ratify the terms of a three-year agreement, from July 1, 2025- June 30, 2028, as set forth by the negotiating teams. Attached is a complete summary of the terms of the agreement that have been modified from the previous Memorandum of Understanding.

FINANCIAL STATEMENT:
The Fiscal Year 2025-2026 budget in the General Fund for the Fire Department for personnel costs will increase by $856,245.00. Over the term of the labor agreement, personnel costs paid by the City will rise by approximately $2.3M as compared to the current budgeted expenditure.

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 – Resolution NCFFA
Exhibit B - Summary of Key NCFFA MOU Changes
Exhibit C - NCFFA Memorandum of Understanding
Exhibit D - NCFFA Salary Schedule Effective July 8, 2025

RESOLUTION NO. 2025 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY FIREFIGHTERS' ASSOCIATION AND AUTHORIZING THE ESTABLISHMENT OF A FISCAL YEAR 2025-2026 BUDGET APPROPRIATION IN THE AMOUNT OF $856,245.00 IN THE GENERAL FUND TO FUND SALARY AND BENEFIT INCREASES.

WHEREAS, on January 4, 2022, the City Council of the City of National City ("City") approved a Memorandum of Understanding ("MOU") with the National City Firefighters' Association ("FFA") for the period of July 1, 2022 to December 31, 2024; and

WHEREAS, subsequently, on December 3, 2024, the City Council approved a Side Letter Agreement with FFA extending the MOU six (6) months to June 30, 2025 to allow additional time to negotiate a successor agreement to the MOU; and

WHEREAS, City and FFA representatives met and conferred in good faith and have come to an agreement on a successor agreement to the MOU; and

WHEREAS, on August 12, 2025, the FFA membership voted to ratify the terms of a three (3) year agreement, from July 1, 2025 to June 30, 2028.

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

Section 1: That the City Council hereby approves the Memorandum of Understanding between the City of National City and the National City Firefighters' Association for a term of three years, from July 1, 2025 to June 30, 2028. The Memorandum of Understanding is attached to the Agenda Report as Exhibit C.

Section 2: That the City Council hereby authorizes the City Manager to execute said Memorandum of Understanding.

Section 3: That the City Council hereby authorizes the establishment of a Fiscal Year 2025-2026 budget appropriation in the amount of $856,245.00 in the General Fund to fund salary and benefit increases.

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 2nd day of September, 2025.

_____

Ron Morrison, Mayor

ATTEST:

_____

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____

Barry J. Schultz, City Attorney

SUMMARY OF KEY NCFFA MOU CHANGES

Term: July 1, 2025-June 30, 2028 (Changes effective July 2025 unless otherwise indicated)

Wages	July, 2025: Increase base salary as follows: Firefighter 2.5% Fire Engineer 4.5% Fire Captain 4.5% Battalion Chief 4.0% Add sixth (F) step to salary ranges; Employees who have completed 26 pay cycles at Step E with satisfactory service as of first full pay period of July 2025, shall move to Step F; all others will be eligible subject to existing timelines and requirements 5% in July 2026 for all classifications 5% in July 2027 for all classifications Change date for City to complete total compensation survey to July 31 each year
Company Level Staffing	Change language to reflect existing practice of minimum staffing at 14 personnel
Post-Retirement Healthcare Trust	Beginning January 1, 2026, City to begin making contributions to International Association of Firefighters Medical Expense Reimbursement Trust ("MERP"). This plan will replace the current Retiree Medical Benefit in Article 18, section 4 for all employees hired on or after July 1, 2025 and for current employees that retire on or after January 1, 2027. Employees must sign a waiver of their rights to the existing retiree medical benefit. Employer contributions to MERP will cease if an employee retires or otherwise separates from employment or is promoted and no longer subject to this MOU. Employer contributions to the MERP shall begin in January, 2026 and shall be $106.84 per month for new hires beginning July 1, 2025 Catch-Up contributions for existing employees based on total years of fire service shall be: 0 - 4.99 Years - $128.21 5 - 9.99 Years - $160.26 10 - 14.99 Years - $213.68 15 - 19.99 Years - $320.51

	20 - 24.99 Years - $641.03 25 - 30+ Years - $1,602.56
Disciplinary Actions and Appeals Process	Add comprehensive disciplinary procedure to that conforms to current law and to replace the Civil Service Rules as to employees subject to this MOU.

CITY OF NATIONAL CITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NATIONAL CITY
CALIFORNIA

and

NATIONAL CITY
FIREFIGHTERS' ASSOCIATION

AGREEMENT PERIOD

JULY 1, 2025 – JUNE 30, 2028

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ARTICLE 1 – RECOGNITION/IMPLEMENTATION

Section 1 Recognition

The National City Firefighters' Association is the exclusive representative of probationary and career employees in the following classes:

- ➔ Firefighter
- ➔ Fire Engineer
- ➔ Fire Captain
- ➔ Battalion Chief
- ➔ Deputy Fire Marshal

Section 2 Implementation

This Memorandum constitutes a mutual recommendation to be jointly submitted to the City Council of National City. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

a) The City Council acts, by majority vote, to formally approve and adopt said Memorandum.

b) The City Council acts to appropriate the necessary funds required to implement the provisions of this Memorandum that require funding.

c) The City Council acts in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement.

ARTICLE 2 – WORK WEEK

The City agrees to cooperate with the Firefighters' Local 2744 to retain the fifty-six (56) hour work week for Fire Suppression personnel, and the forty (40) hour work week for Staff personnel. The City agrees to meet and confer with the Firefighter's Local 2744 prior to making adjustments to the twenty-four (24) hour duty shift.

(A) **Fire Suppression** - Fifty-six (56) hours shall constitute the normal work week for personnel assigned to this division. The normal shift length for personnel assigned to this division shall be twenty-four (24) hours. The normal shift change shall occur at 0800 (8:00 a.m.). Sunday routine shall be as follows: The hours from 0800 to 1300 hours shall be regular operations. After 1300 hours shall be considered stand by time and operations personnel are not expected to perform work of a non-emergency nature.

(B) **Forty Hour Assignment** - Forty (40) hours shall constitute the normal work week for personnel temporarily assigned to the operations, prevention or administration divisions. The normal work day for personnel assigned to this division shall be eight (8) hours, and begin at 0800 (8:00 a.m.) daily. Such assignment shall not exceed twelve (12) months, except for those positions designed and filled as permanent 40-hour assignments or with the consent of the temporarily assigned employee and approval of the Chief.

(C) **9/80 Assignment** - Employees on a forty hour assignment are eligible to participate in the "Alternative 9/80 Work Schedule" if approved by the Fire Chief or designee. The parties agree that 9/80 alternative work schedule will continue to be monitored and the City retains the right to discontinue the 9/80 schedule so long as the City provides the employee and FFA with thirty (30) days advance notice and provides FFA with a reasonable opportunity to meet and confer on the change.

The standard work schedule for an employee on 9/80 work schedule shall be nine (9) hour days four days per calendar week plus one eight (8) hour Friday once every two calendar weeks. The work week is a 168 hour (i.e. seven 24-hour periods) commencing at the mid- point of the employee's 8-hour Friday. Due to this work week, and to ensure the 9/80 schedule does not impact overtime, an employee working their regular 9/80 work schedule shall not be entitled to overtime.

Leave time (including admin, vacation and sick) will continue to be accrued at the same rate, but will be taken in accordance with however many hours of work are missed.

Holidays and floating holidays falling on a employee's 9-hour day will continue to be compensated at a rate of eight (8) hours of the employee's regular rate of pay and employees will have the option of using accrued leave time (vacation, floater, admin or comp time) for the additional hour. When a holiday falls on an employee's Friday off, the day will be accrued as a floater to be taken at a later date. These floaters must be used prior to the end of the fiscal year in which the floater was earned. The use of the floater is subject to supervisor approval like other requests to use leave time. If workload and staffing issues, as determined by the supervisors, create a situation in which a holiday leave floater cannot be used by the end of this fiscal year, the holiday leave floater can be carried over to the next fiscal year.

(D) **4/10 Assignment** - Employees on a forty (40) hour assignment are eligible to participate in the "Alternative 4/10 work schedule", subject to approval of the Fire Chief.

(E) **Assignment Allotment** - For the term of the alternative 9/80 and 4/10 work schedule, suppression personnel temporarily assigned to a forty hour workweek shall be entitled up to an additional 14 hours of vacation during the calendar year for temporary assignment. The additional hours will be pro-rated (i.e., not eligible for hours on holidays already passed), and may be rescinded if unused upon return to a 56 hr schedule.

(F) **Permanent Employees** - shall be entitled up to 26 hours of allotment time during the calendar year to offset holiday time off requirements. This time will be pro-rated based on assignment, 9/80 or 4/10 workweeks.

ARTICLE 3 – UNIFORM ALLOWANCE

Safety equipment prescribed by OSHA or the City, including turnouts, rubber boots, gloves, helmets, leather boots and pants, will be provided by the City.

In addition, the City will provide $850 annually for each employee covered by this agreement to be applied toward the purchase and maintenance of the shirt, belt, utility jacket and non-safety trousers prescribed by department. The uniform allowance will be included in the first full pay period in July as part of the applicable payroll check. Uniform allowance shall be reported to CalPERS periodically as earned.

All safety equipment prescribed by OSHA and the City provided pursuant to this article will be considered property of the City and may not be worn by the employee while off-duty, except for travel to and from work.

In addition to the above, the City shall provide each newly hired employee an additional $200 to assist them in making an initial purchase of required uniforms.

Upon successful completion of probation the City will provide each employee one "Class A" dress uniform, consisting of the following:

- Jacket
- One pair of pants
- Shirt
- Shoes
- Tie
- Hat
- Collar device
- Badge holder
- Belt
- Applicable piping

Employees on probation may purchase a "Class A" uniform from the City's supplier. Upon successful completion of probation, the permanent employee will be eligible for reimbursement, up to the City's cost for "Class A" uniforms. The monetary value of Class A uniforms is $857.00 as of January, 2019. The City acknowledges this cost may rise in the future. Reimbursement and the reported amount of reimbursement will be for the actual cost of the uniform.

ARTICLE 4 – ACTING ASSIGNMENTS

Section 1

Employees may be temporarily assigned to a higher classification when temporary vacancies caused by factors including but not limited to illness, vacations and separations prohibit the department from achieving the staffing levels prescribed under Article 26, Company-Level Staffing.

In such cases of absences, the department shall make reasonable effort to find and utilize department personnel of the same rank. When personnel of the same rank are unavailable or such use is impractical as determined by the department director, acting appointments may be made as allowed under Civil Service Rule 407.5. When vacancies are the result of employee separation, the department will make every effort to backfill the position as quickly as possible and in a manner consistent with City Policy and Civil Service Rules.

Section 2 Eligibility

Fire Department personnel may be eligible to assume acting assignments under the following conditions:

1. The employee is on an active eligible list promulgated by the Human Resources Department for the classification to be filled.

2. In the absence of an active eligible list:

   a) The employee was on the most recently expired eligible list for the classification to be filled.

   b) The individual has been certified by the department as meeting requirements of the position to be filled.

Section 3 Compensation

1. Acting assignments shall be compensated at a rate of 5% above the base salary of the employee assuming the acting assignment.

2. Acting assignments continuing beyond six months, calculated cumulatively in a fiscal year, shall be compensated at 10% above base pay effective at six months and one day for the remaining duration of any acting assignment within that fiscal year.

3. Compensation for acting assignments shall reset to 5% above the base salary of the employee assuming acting assignment after the start of new fiscal year (any employee in an active acting assignment that continues into the new fiscal year shall not be reset to 5% until there is a break in acting exceeding 30 days).

4. An employee assuming an acting assignment of two classifications or higher, shall be compensated at 10% above base pay, or one step above the employee's current pay step, whichever is greater, for the duration of the acting assignment.

ARTICLE 5 – HOLIDAYS

Section 1

Eligible suppression personnel temporarily assigned to a forty (40) hour work week shall be entitled to the following fixed holidays with pay if they occur during such assignment:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Personnel permanently assigned to a 40 hour/week shall be entitled to the same fixed holidays with pay as Fire Management personnel.

1. New Year's Day - January 1st
2. Martin Luther King - 3rd Monday in January
3. Cesar Chavez Birthday - March 31st
4. Memorial Day - Last Monday in May
5. Independence Day - July 4th
6. Labor Day - 1st Monday in September
7. Thanksgiving Day - 4th Thursday in November
8. Day after Thanksgiving
9. Christmas Eve Day - December 24th
10. Christmas Day - December 25th

Also each employee permanently assigned to 40 hour/week shall be credited with four (4) floating holidays at the start of each fiscal year and pro-rated according to date of hire for new employees.

1. Presidents' Day - 3rd Monday in February
2. Juneteenth – June 19th
3. Columbus Day - 2nd Monday in October
4. Veterans' Day - November 11th

Section 2 Appointed and Religious Holidays

With Council approval, every day appointed by the President of the United States or by the Governor of California for a Public fast, thanksgiving or holiday, with the exception of Good Friday, shall be honored as an additional Holiday. Employees may request time off to attend religious or other religious activities on Good Friday or on other recognized religious holidays during the year; such time off shall be charged to the employees' annually accumulated leave or compensating time off. If the employee has no accumulated annual leave or compensating time off, such time off shall be without pay.

Section 3 Holidays Occurring On Normal Work Day, During Sick Leave or Annual Leave or On a Weekend - 40 Hour/Week Assignment

In the event an employee is required to work on a holiday, which holiday falls on the employee's regular day off, hourly compensation shall be based on the overtime rate. If a holiday falls on the employee's regular day off and the employee is not required to work such employee shall be granted equivalent compensatory time off as approved by the department head.

When an employee is absent on annual leave, sick leave or compensating time off, a holiday immediately preceding, immediately following or wholly within such leave period shall be recorded as holiday and not as a day of leave.

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the next following Monday will be observed as a holiday.

Section 4 Fire Suppression Holiday Work Schedule

The normal workday on holidays for employees assigned to Suppression (56-hour week) shall consist of daily morning routine, answering emergency calls and the performance of assigned supervisory duties. For purposes of this section, the following days shall be modified workdays:

1. New Year's Day – January 1st
2. Memorial Day – 4th Monday in May
3. Easter Sunday
4. Juneteenth – June 19th
5. Independence Day – July 4th
6. Labor Day – 1st Monday in September
7. Thanksgiving Day – 4th Thursday in November
8. Christmas Day – December 25th

The Fire Chief shall designate that the holiday work schedule be followed on days appointed by the President of the United States or by the Governor of California for a public fast, thanksgiving or holiday and approved by Council.

The provisions of the other sections of this article do not apply to observance of the Fire Suppression holiday work schedule.

Section 5

In lieu of holiday time off, represented employees shall receive 11.1 hours of base salary for each 28 day work period.

Section 6

Forty (40) hour employees on a 40 hour schedule shall accrue vacation as per Article 7 of the MOU.

Employees working a 9/80 schedule are entitled to one (1) additional hour of vacation to be utilized and reported on each holiday taken.

Employees working a 4/10 schedule are entitled to two (2) additional hours of vacation to be utilized and reported on each holiday taken.

ARTICLE 6 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Eligible employees shall be entitled to holidays and annual vacation, and shall be allowed sick, injury, emergency and Family Care Leave of absences as provided in this MOU. (See Article 9)

Section 2 Request for Leave

All requests for leaves of absence, whether with or without pay, shall be submitted in advance and consistent with current Department policy and practice, and, except as provided in the case of Compulsory Leave, Court Leave and Special Meetings, must meet the approval of the appointing authority.

Section 3 Leave Approval

Except in the case of sick, emergency or military leave, the time during which any leave of absence shall be taken by an employee shall be designated by the appointing authority, and the request for such leave, shall be entered into Telestaff.

Section 4 Leave of Absence - Commencement and Termination

Each leave of absence shall be granted for a specific period of time and a specific cause, and if such cause shall cease to exist prior to the expiration of the period for which the leave is granted, such leave shall thereafter be invalid.

Section 5 Leave of Absence - Failure to Report

Leaves of absence shall be indicated on the Telestaff roster and submitted to the Director of Finance for checking and certification. Failure of an employee to report at the expiration of leave shall separate the employee from City service and shall be considered, in effect a resignation; provided, however, an appointing authority may cancel such separation if circumstances warrant such cancellation (as determined by the appointing authority).

Section 6

Leaves of absence must contain a time for termination of the leave and the reason for granting the leave. A copy of a written order granting a leave of absence must be filed with the appointing authority and the Personnel Department. No post-dated leave of any kind may be granted to any employee in the classified service.

ARTICLE 7 – ANNUAL VACATION LEAVE

Section 1

All employees shall be entitled to annual vacation leave with pay.

Section 2 Accrual Rates

All personnel shall be governed by the following vacation accrual rates per pay periods of service:

Pay Cycles	Fire Suppression Personnel	40-Hour Assignment TEMPORARY	40-Hour Assignment PERMANENT
0 - 130 pay cycles	5.54 hrs. p/pay cycle	3.96 hrs. p/pay cycle	3.08 hrs. p/pay cycle
131 - 390 pay cycles	7.39 hrs. p/ pay cycle	5.28 hrs. p/pay cycle	4.62 hrs. p/pay cycle
390+ pay cycles	9.24 hrs. p/ pay cycle	6.6 hrs. p/pay cycle	6.15 hrs. p/pay cycle

Section 3 Vacation Usage

Vacation schedules shall be arranged by the department head with particular regard to the needs of the City, and as far as possible, with the wishes of the employee.

1. Vacation authorized by the department director or designee shall not be deemed payable until the employee's eligibility is verified by the Finance Department.

2. Each employee may use any accrued vacation in accordance with the Department's Standard Operating Procedures Manual.

3. An eligible employee may take earned vacation in any increment of four (4) hours or more with the approval of the department head or his/her designee.

Section 4 Maximum Vacation Accumulation

An eligible employee may accumulate vacation to a maximum of 3.0 times an employee's annual accrual. Vacation accrual will discontinue upon reaching the maximum until the employee reduces vacation accumulation. The maximum allowable accruals are as follows:

432 hours for all 56-hour safety employees with less than five (5) year's service.
309 hours for permanent 40-hour safety employees with less than five (5) year's service.

576 hours for all 56-hour safety employees with five (5) to fifteen (15) year's service.
412 hours for permanent 40-hour safety employees with five (5) to fifteen (15) year's service.

721 hours for all 56-hour safety employees with fifteen (15) plus year's service.
515 hours for permanent 40-hour safety employees with fifteen (15) plus year's service.

Section 5 Vacation Selection and Coverage

Vacation selection and coverage shall be as provided in accordance with current Departmental Policy 206 as written and effective July 1, 2015.

Section 6 Terminal Vacation Leave

Upon termination of employment, an eligible employee shall elect to either receive as a contribution to the International Association of Firefighters Medical Expense Reimbursement Trust (IAFF MERP)(Article 33) or to the employee's deferred compensation account (Article 30), and shall receive that transfer to the IAFF MERP or deferred compensation account, on a pre-tax basis, the value of the employee's accrued vacation leave hours calculated at the employee's annual average rate of base hourly rate. Employees shall not have the option to receive, or any other right to, cash payment for their accrued vacation at time of separation from employment. If an employee fails to notify the City's Finance Department of the employee's election of either the IAFF MERP or the employee's deferred compensation account, the employee's terminal vacation leave shall be contributed/transferred to the IAFF MERP.

Section 7

An employee shall have the right once each calendar year prior to November 15th, to request in writing to the Finance Department to have a designated number of the employee's accrued vacation leave hours transferred/contributed on a pre-tax basis to the IAFF MERP (Article 33) or the employee's deferred compensation account (Article 30). Employees shall not have the option to receive, or any other right to, cash payment for their accrued vacation during employment under this Section.

ARTICLE 8 – MILITARY LEAVE

In addition to the leaves of absence provided in this Article, City officers or employees who are also members of the armed services or militia or organized reserves of this State or National shall be entitled to the leaves of absence and the employment rights and privileges provided by the Military and Veterans' Code of the State of California.

1. The term "military service" as used herein shall signify service on active duty with any branch of service above mentioned, as well as training or education under the supervision of the United States preliminary to induction into the military service.

2. The terms "active service" or "active duty" shall include the period during which such officer or employee while in military service is absent from duty on account of sickness, wounds, leave or other lawful cause.

3. No employee serving under a permanent appointment in the Classified Service shall be subjected by any person directly or indirectly by reason of their absence on military leave to any loss or diminution of vacation, holiday, insurance, pension, retirement or other privilege or benefit now offered or conferred by law, or be prejudiced by reason of such leave with reference to promotion, continuance in office or employment, re-appointment or re- employment.

4. When military leave is granted to an employee in the Classified Service pursuant to this section, the position held by such employee shall be filled temporarily only during the employee's absence, except in the event of the employee's death while on leave, and said employee shall be entitled to be restored to such position, or to a position of like seniority, status and pay, upon return from such leave, provided the employee is still mentally and physically qualified to perform the duties of such position, and provided said employee makes application for re-employment within ninety (90) days after being relieved from such military service.

5. During absence on military leave, any employee in the Classified Service who has been employed continuously by the City for a period of not less than one (1) year prior to the date upon which such absence begins, shall receive their regular salary for a period not to exceed thirty (30) calendar days in any one fiscal year.

All services of said employee in the recognized military service shall be counted as employment with the City.

ARTICLE 9 – FAMILY CARE LEAVE

Refer to Citywide Council Policy on Family Leave Policy.

ARTICLE 10 – COURT LEAVE

An employee who is required by subpoena or court order to serve as a juror, or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of said employee's required attendance to the appointing authority and the Personnel Director. The employee shall receive full pay for the time served on court duty during scheduled working hours, provided the money received as a juror or witness on regular duty days is deposited with the Finance Department for credit to the proper fund. Employees shall be reimbursed for witness fees for all incidental expenses incurred, including parking, pursuant to such appearance while on regular duty days. It is the employee's responsibility to notify the department operations officer no later than the beginning of the next work shift that he has received a summons for jury duty or subpoena.

ARTICLE 11 – SICK LEAVE WITH PAY

The intent of this Article is to provide a continuity of full salary to those employees who are unable, because of illness or injury, to perform the duties of their positions or who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment, and to provide necessary time off from work for unexpected medical and dental care, subject administrative regulations designed to prevent malingering or abuse of these privileges.

Section 1 Sick Leave Definition

Sick leave is the necessary absence from duty of an employee because of:

A. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or

B. The serious disability of the employee while on a scheduled vacation.

C. The absence of an employee for authorized medical or dental care.

D. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent. The care of a family member meeting the requirements of Federal Family Medical Leave Act or California Family Rights Act.

E. The death of an immediate family member.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;

2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

3. To obtain services from a domestic violence shelter, program, or rape crisis center;

4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Section 2 Sick Leave Earning and Accumulation

1. 56-hour Fire Suppression personnel of the Fire Department shall earn 5.54 hours of sick leave for each full pay cycle of employment. Permanent 40-hour employees shall earn 3.69 hours of sick leave per pay cycle.

2. **Accumulated Sick Leave:** Each permanent or probationary 56-hour employee covered by this Memorandum shall be eligible to accumulate sick leave up to a maximum of 1,200 hours, (herein called "accumulative sick leave"). Sick leave accrual will be credited on the last day of each pay period up to the 1,200-hour maximum limitation. Permanent 40-hour employees may accumulate up to 857 hours.

3. Upon reaching the maximum accumulated sick leave (1,200 hours), accrual will discontinue and will resume only after the employee's balance falls below 1,200 hours. Accrual will resume on the last day of the pay period in which the employee's balance falls below the 1,200-hour level. Said accrual will occur at the established rate as defined in paragraph (1) above.

Section 3 Sick Leave Usage

Employees using sick leave pursuant to this Article for non-work related illness or injury which has a sixty (60) consecutive day duration shall, upon the sixty-first (61st) consecutive day of illness, utilize provisions of Article 20 herein, Long Term Disability Insurance.

Section 4 Limitation on Time Chargeable to Sick Leave

1. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:

   a) Disability arising from any sickness or injury purposely self-inflicted or caused by any willful misconduct.

   b) Sickness or disability sustained while on leave of absence other than his/her regular vacation.

   c) No paid sick leave shall be granted in excess of the employee's sick leave credit.

   d) An employee may be granted sick leave with pay only for injury, illness or exposure to contagious disease that incapacitates the employee for work.

2. Absence that is chargeable to sick leave in accordance with this shall be charged in an amount not smaller than one (1) hour for the first hour of absence; thereafter, in increments of not less than fifteen (15) minutes.

Section 5 Sick Leave Compensation

1. In order to receive compensation while on sick leave, the employee must follow applicable Department staffing procedures.

2. Notification shall be made prior to or not later than the beginning of the work day/shift in the employee's respective department.

Section 5 Sick Leave Compensation (continued)

3. The department head may waive the above requirements if, in their opinion, an emergency or other exceptional circumstances so warrants.

4. Computation of sick leave shall not include regular days off or holidays, provided these are not in conflict with the established schedule within each department.

Section 6 Physician's Statement Required

1. Once an employee has used their statutory sick leave (5 workdays based on their normally scheduled shift) in a calendar year, when a subsequent absence is for more than three (3) consecutive working days, the department head may require the employee to furnish a certificate or statement from a regular licensed and practicing physician, at the employee's own expense, whose license will be honored by the County Health Officer, indicating the duration of the employee's incapacity, or other adequate evidence if the employee was not examined by a physician.

2. Sick leave with pay shall be authorized by the department head subject to verification of the employee's eligibility by the Personnel Director.

3. Once an employee uses their statutory sick leave (5 work days based on their normally scheduled shift) in a calendar year, when a subsequent absence is for more than five (5) working days in a two (2) week period or there is in the judgment of the department head a questionable usage of sick leave over a number of pay periods, the department head may require the employee to submit to an examination at City expense by a physician designated or approved by the City Manager. The department head shall be entitled to a written report from the examining physician indicating the specific nature and duration of the employee's illness or incapacity.

Section 7 Separation from City Service

All eligibility from sick leave with pay shall be canceled upon separation of the employee from City service, provided that if such separation is by lay-off, their accumulated eligibility may be restored to him in whole or in part by the Civil Service Commission upon re-employment.

Section 8 Illness during Vacation

An employee who becomes incapacitated due to illness or injury while on paid vacation may substitute sick leave credits for vacation provided the employee's request for sick leave substitution is accompanied by a doctor's statement.

Section 9 Holidays during Sick Leave

For 40-hour permanently and temporarily assigned employees, paid fixed holidays immediately preceding, immediately following or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

Section 10 Sick Leave Reporting for Payroll Purposes

Reports of absences of employees must be made to the City Manager at the same time the department head files their payroll report. The department head who fails to report the absence of an employee from duty and thus enables the employee to receive pay in excess of the amount to which he is legally entitled shall be held liable for the amount illegally paid.

Section 11 Evidence of Cause of Absence

In all cases of absence because of sickness or injury of the employee or illness or death in the employee's family, the employee may be required to furnish to the appointing authority satisfactory evidence substantiating the facts justifying such leave. Failure to furnish such evidence upon request shall be sufficient reason for denying the leave of absence with pay.

Section 12 Sick Leave Incentive Pay

(A) **56 Hour Work Week** – **A s**worn member of the Fire Department working a twenty-four (24) hour shift schedule that uses forty-eight (48) hours of sick leave or fewer in any fiscal year may elect to either receive as a transfer/contribution to the Southern California Firefighters Benefit Trust's Post-Retirement Medical Trust (IAFF MERP) (Article 33) or the employee's deferred compensation account (Article 30) on a pre-tax basis fifty percent (50%) of the employee's remaining annual sick leave accrual at the annual base salary. Remaining annual sick leave not contributed/transferred to the IAFF MERP or the employee's deferred compensation account shall be carried over and accumulated for use when needed. Employees shall have no right to cash payments at any time under the sick leave incentive program.

Sick leave incentive program transfers/contributions shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

Remaining Annual Sick Leave Accrual at End of Fiscal Year	Hours that may be contributed/transferred to IAFF MERP or Deferred Compensation at annual base salary
56 HOUR WORK WEEK	**56 HOUR WORK WEEK**
144 Hours	72 Hours
132 Hours	66 Hours
120 Hours	60 Hours
108 Hours	54 Hours
96 Hours	48 Hours
Fewer than 96 Hours	No Payoff

(B) **40 Hour Work Week** - Sworn members of the Fire Department working other than a twenty-four (24) hour shift schedule earn sick leave at the rate of 3.69 hours per full pay period of service. An employee in this work assignment that uses, thirty-two (32) hours of sick leave or fewer, during the fiscal year, may elect to either receive as a transfer/contribution to the IAFF MERP (Article 33) or the employee's deferred compensation account (Article 30) on a pre-tax basis fifty percent (50%) of the employee's remaining annual sick leave accrual at the employee's annual base salary. Remaining yearly sick leave not converted/transferred to the IAFF MERP or the employee's deferred compensation account shall be carried over and accumulated for use when needed. Employees shall have no right to cash payments under the sick leave incentive program.

Sick leave incentive program transfers/contribution shall be computed based on the following schedule, and all computations shall be rounded to the nearest whole hour:

Remaining Annual Sick Leave Accrual at End of Fiscal Year	Hours that may be contributed/transferred to IAFF MERP or Deferred Compensation at annual base salary
40 HOUR WORK WEEK	**40 HOUR WORK WEEK**
96 Hours	48 Hours
88 Hours	44 Hours
80 Hours	40 Hours
72 Hours	36 Hours
64 Hours	32 Hours
Fewer than 64 Hours	No Payoff

Section 12 Sick Leave Incentive Pay (continued)

(C) Except as provided in (D) below, sick leave hours contributed/transferred to the IAFF MERP or deferred compensation under this Section shall be subtracted from the employee's sick leave balance.

(D) An employee who has the maximum accumulation of sick leave at the beginning of the previous fiscal year (July 1st) and who used no sick leave during the year, shall not have the amount of sick leave for which compensation is contributed/transferred to the IAFF MERP or deferred compensation under the sick leave incentive program deducted from the employee's sick leave balance and shall remain at the maximum accumulation.

(E) The City will process the full sick leave incentive contribution/transfer to the IAFF MERP or deferred compensation account at the time of the first full pay period in August. The amount of the contribution/transfer will be computed based on the employee's salary step on June 30 of the preceding fiscal year.

(F) Contributions/transfers to the IAFF MERP or deferred compensation under this sick leave incentive program will be made to an employee hired during the fiscal year on a prorated basis provided the employee is on the payroll June 30. A permanent employees who terminates or retires during the fiscal year will receive the contribution/transfer to the IAFF MERP or deferred compensation on a prorated basis based on the employee's official separation date. If the employee fails to notify the City's Finance Department of the employee's election of either the IAFF MERP or the employee's deferred compensation account, the permanent employee's sick leave under this sick leave incentive program shall be contributed/transferred to the IAFF MERP.

ARTICLE 12 – COMPENSATION PLAN

Section 1 Salary Advancement

The Compensation Plan of the City of National City has the following Characteristics:

1. The salary range for all classifications consist of six (6) steps each ("A" through "F").

2. The increase from one step to the next step on each range is as indicated in the Salary Schedule.

Salary advancement for each employee shall not be automatic, but shall depend upon the increased value of an employee to the City, as reflected by the recommendations of the employee's supervisor and department head, and all other pertinent evidence. The success of the Compensation Plan depends upon incentives that will encourage employees to put forth increasing efforts as they advance through the salary steps of the salary range.

Section 2 Salary Steps

The steps of the range shall be interpreted and applied as follows: the second, third, fourth, fifth and sixth salary steps are merit and seniority adjustments to encourage an employee to continue to improve their work:

(A) The first base salary step (as shown in the schedule for base salary) is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon the recommendation of the department head and upon the approval of the City Manager, when it is decided that such action is in the best interests of the City.

(B) The second salary step: When 13 full pay cycles are completed after hire into a permanent position, the employee is eligible for consideration for this salary advancement. This salary advancement shall be made only after a satisfactory performance evaluation and the Fire Chief recommends the advancement subject to approval by the City Manager.

(C) The third salary step: When 13 full pay cycles are completed at the 2nd step in a permanent position, the employee is eligible for consideration for this salary advancement. This salary advancement shall be made only after a satisfactory performance evaluation and the Fire Chief recommends the advancement subject to approval by the City Manager.

(D) The fourth salary step: When 13 full pay cycles are completed at the 3rd step in a permanent position, the employee is eligible for consideration for this salary advancement. This salary advancement shall be made only after a satisfactory performance evaluation and the Fire Chief recommends the advancement subject to approval by the City Manager.

(E) The fifth salary step: Twenty-six (26) full pay cycles of satisfactory service at the fourth step normally shall make an employee eligible for consideration of this advancement. This salary advancement shall be made only after satisfactory performance evaluation and if recommended by the department head subject to approval by the City Manager.

(F) The sixth salary step: Twenty-six (26) full pay cycles of satisfactory service at the fifth step normally shall make an employee eligible for consideration of this advancement. This salary advancement shall be made only after satisfactory performance evaluation and if recommended by the department head subject to approval by the City Manager.

All rates shown, and conditions set forth herein, are in full payment for service rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Each promotion shall carry with it advancement to the promotional step that is equal to but not less than 5% above the employee's current base rate of pay. Promotions may be made at a higher step with the concurrence of the department director, the City Manager and the Human Resources Director.

The provisions of this Article are based upon the schedules adopted by the City Council.

ARTICLE 13 – “Y” RATE

Step "Y" of the salary range for any class is hereby defined as any rate of pay in excess of Step "F" of the range for the class. An employee shall be paid at Step "Y" solely under one of the following two (2) conditions:

1. Upon the reduction of the maximum salary rate for a class, an employee having other than provisional status who immediately prior to such time was paid at a higher rate for such class than the new maximum rate shall, in the absence of any contrary orders by the City Council for economy reasons, continue to be paid at the former rate.

2. Any employee who is reclassified from a class in which said employee has acquired permanent status to a class with a lower maximum rate of pay may, at the discretion of the City Manager, continue to receive the same rate of pay or may have said salary reduced.

In the event of an increase in the salary rate applicable to a class, regardless of the method by which such increase is accomplished, any employee who immediately prior thereto has been paid at Step "Y' shall receive no increase unless the increased salary for employees at Step "F" for the class exceeds the salary already being paid to said employee in which case the employee shall be paid at Step "F".

ARTICLE 14 – FORTY-HOUR ASSIGNMENT PAY

Those employees classified as:

1. Firefighter (excluding new trainees in the fire academy); or
2. Fire Engineer; or
3. Fire Captain; or
4. Battalion Chief

And temporarily assigned to a forty (40) hour assignment, shall receive a ten percent (10%) pay differential for the duration of said assignment. The assignment pay is intended for Fire Department mission-related objectives and assignments; not to compensate light duty personnel for the loss of overtime pay. Employees in a modified duty status due to a work related injury may continue to work a 24-hour shift schedule and thus not receive 40-hour assignment differential pay if the Department concludes, in its discretion, the Department can accommodate the work restriction with the employee working a shift schedule.

ARTICLE 15 – REVISION OF THE COMPENSATION PLAN

In the absence of any contrary orders by the City Council for reasons of economy, the following method shall be observed in determining the step at which each employee shall be paid beginning the effective date of a change of the maximum salary for said employees' class or position:

1. If the maximum salary is raised, the step at which the employee will be paid shall not be affected thereby.

2. If the maximum salary is lowered, the employee should be paid at the rate in the new range, which is the same as the rate to which he was paid in the former range. If the maximum rate of the new range is lower than the employee's salary in the former range the employee may, pursuant to Article 14, be paid at the "Y' rate.

ARTICLE 16 – OVERTIME

1. The smallest unit of time credited as overtime shall be one-quarter hour.

2. Overtime worked that is less than one-quarter hour shall be rounded-off to the nearest quarter hour each pay period.

3. The City of National City has elected a 28-day work period for fire suppression employees under the 7K exemptions contained in the Fair Labor Standards Act to coincide with the City's regular pay periods. Effective with the first pay period after ratification and approval of this MOU by the City Council, time worked outside of an employee's regularly scheduled shift shall be compensated at an employee's overtime rate. Authorized paid leave (including but not limited to vacation leave, administrative, compensatory leave and sick leave) will be counted as time worked for purposes of calculating overtime.

4. Employees may be credited with compensating time for overtime worked, upon prior request of the employee and approval of the Fire Chief, up to a maximum of 480 hours. Time off shall be requested and must be approved at least seven (7) days prior to the requested date of absence.

5. An employee may use compensating time in advance of accruing it with the Fire Chief's approval, providing that any negative balance is owed to the City at separation or retirement.

6. The City may not force use of compensatory time off or vacation in order to avoid overtime payment.

7. The maximum consecutive hours worked by any employee shall be based on the follow criteria:

    a) Strike team – as needed

    b) For unplanned absences such as sick leave, 4850 and unexpected vacancies, time worked shall not exceed 96 hours consecutive except with prior approval of the Chief of the department

    c) For known or planned absences such as shift exchanges or vacation relief, time worked shall not exceed more than 96 hours except with prior approval of the Chief of the department.

Authorization shall be received prior to working a greater than 96 hours consecutive period by the Chief of the Department or by his/her designee. The City and the FFA recognize that safety is of the utmost importance and mutually agree to put safety first, but also understand that staffing shortages may require forced holdovers in certain circumstances. Force holdovers shall not force represented employees to work beyond 72 hours except in extreme staffing shortages (i.e. strike teams, natural disasters, etc.)

ARTICLE 17 – LONGEVITY PAY

In addition to other compensation paid for the services of employees, longevity pay for continuous and uninterrupted service shall be applied as follows: continued at same level for those employees receiving longevity pay as of June 30, 1984. No employees not receiving longevity pay as of that date will be eligible to receive it in the future; no employee currently receiving it will be eligible for increase in longevity pay.

Current levels of longevity pay are:

(a) After five (5) years of continuous and uninterrupted service the sum of $10.00 per month;

(b) After ten (10) years of continuous and uninterrupted service the sum payment of $15.00 per month;

(c) After fifteen (15) years of continuous and uninterrupted service the sum payment of $20.00 per month;

(d) After twenty (20) years of continuous and uninterrupted service the sum payment of $25.00 per month;

(e) After twenty-five (25) years of continuous and uninterrupted service the sum payment $30.00 per month, which shall be the maximum payable.

Vacations, sick leave, military leave and absence authorized by the Fire Chief of National City shall not be considered as interruption of service.

In the event an officer or employee ceases to be employed by National City for a reason other than military service or lay-off, all rights to longevity pay shall be forfeited and expire, and if said officer or employee is subsequently re-employed by the City, said employee or officer shall not be entitled to any longevity pay by reason of any prior employment.

ARTICLE 18 – EMPLOYEE AND DEPENDENT HEALTH & DENTAL INSURANCE

Section 1

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group health insurance and a group dental insurance program. The benefits and limitations of the programs are to be designed cooperatively by the Employees' Association, the Insurance Carriers and the City. The Association and City agree to select and implement health insurance programs that meet the requirements of the Health Maintenance Act of 1973.

In the event the cost of insurances selected by the employee exceeds the contribution by the City, the employee must pay the excess amount.

Section 2 Cash Back and Cash-in-Lieu

An employee must select coverage for health and dental insurance to be eligible for cash-in-lieu. If coverage selected costs less than the contribution by the City, the difference shall be paid to the employee in the form of money to a maximum of $100/month. Employees may opt out of the City's health plan. An employee will receive an opt out payment of $200 per month if the employee files an attestation that the employee and all the members of the employee's tax family are enrolled in another group health insurance plan which provides minimum essential coverage and will have such coverage for the entire opt out period. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must provide such attestation upon hire and/or during open enrollment each plan year.

Section 3 Medical & Dental Benefits

As of February 1, 2025, the City contributes the following amounts for health and dental benefits:

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP)

Employee Only	$703.15/month
Employee +1	$1,128.05/month
Employee +2 or more	$1,541.60/month

CITY'S CONTRIBUTION FOR ALL PLANS OTHER THAN KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

Employee Only	$730.51/month
Employee +1	$1,182.83/month
Employee +2 or more	$1,619.09/month

Effective the first full pay period following City Council adoption of this 2018-2020 MOU, the City will contribute the same amount regardless of what health plan an employee chooses equal to the amounts contributed to the non-high deductible plans. Also, effective the first full pay period following City Council

adoption of this 2018-2020 MOU, the City will contribute $50 per month more than the City would be otherwise obligated to contribute under the cost sharing methodology described in the next paragraph. Effective the first full pay period in July 2019, the City will contribute an additional/further $50/month.

Each health plan year (currently February through the following January), the City's new contribution obligation shall be the City's monthly contribution amounts from the prior health plan year plus 50% of any increase in the applicable Kaiser health plan rate and least costly dental rate.

During the term of this MOU, in the event that HealthNet withdraws or is eliminated as an insurer for the City under this provision and/or significant changes to coverage occur, immediately upon receipt of said notice and/or at its earliest opportunity, the City shall meet and confer with the Association on the issue of insurance benefits to adjust for such withdrawal/elimination of HealthNet. Options within this meet and confer to deal with the withdrawal/elimination of HealthNet include, but are not limited to, selection of an alternate insurance provider, increases in City contributions towards health care, opt out options for employees with proof of alternate insurance together with an opt out contribution, etc.

Section 4 Retiree Health Benefit

Employees covered by this MOU, who were hired prior to July 1, 2025 and who retire from the City of National City prior to December 31, 2026 with at least 20 full years of service with the National City Fire Department, shall receive a monthly contribution towards their medical premium as follows:

a. For employees who retire after July 1, 2002 and before July 1, 2011: $5/month for each year of service with National City Fire Department.

b. For employees who retire on or between July 1, 2011 and June 30, 2014: $10/month for each year of service with National City Fire Department.

c. For employees who retire on or after July 1, 2014: $20/month for each year of service with National City Fire Department.

This contribution shall continue until reaching age 65. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. a copy of health insurance invoice and payment) that the retiree is using the contributions to pay for health premiums and understands that the retiree is solely responsible for any taxes that might be due as a result of the City's contributions.

Terminal vacation pay and/or sick leave payment upon retirement or PERS adding unused sick leave accruals toward retirement credit shall not be included in the calculation of 20 full years of service. If the City increases this benefit for the Police Officers' Association, that increase shall also apply to the Firefighters' Association, but not to former members of the FFA already retired at the time the increase is made, unless the increase for the POA applies to its former members already retired at the time the increase is implemented.

Retirees eligible for this benefit are responsible for paying the Health Insurance Premium and the City will forward this benefit amount on a monthly basis directly to the Retiree. This benefit will be canceled upon non-payment of premium or otherwise becoming ineligible. The Retiree is also responsible for notification to the City of address change and health coverage from another source.

ARTICLE 19 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group life insurance program. The benefits and limitations of the Life Insurance Program are to be designed cooperatively by the Employees' Association, Insurance Carrier and the City. The City will provide $50,000 Life Insurance with Accidental Death and Dismemberment as a City paid benefit. In the event the cost of providing Employee Life Insurance exceeds the established City contribution, employee must pay the excess amount.

ARTICLE 20 – LONG TERM DISABILITY INSURANCE

It is the intent of this article to provide an income protection plan to firefighter employees who are unable to work because of non-work related injury, illness or disability.

(A) The Firefighters' Association, at its option, may change insurance carriers and/or plan benefits for its group Long Term Disability (LTD) Program no more than once in any twelve (12) month period upon proper notice to the City's Labor Relations Representative.

(B) The City shall pay $33.90 per month to each represented firefighter employee in the form of a taxable pay type and shall deduct the monthly premium and pay the insurance carrier directly. Any excess of City contribution over the premium cost shall be available to the employee as cash-in-lieu.

(C) The City shall continue to make health, dental and life insurance contributions to represented employees in accordance with Article 18 and 19 of this MOU for the duration of the disability or twelve (12) consecutive months whichever is less, unless this benefit is extended by the Fire Chief and the City Manager.

(D) The disabled employee shall use accumulated sick leave during the waiting period for the benefit to be effective and thereafter on leave without pay status. The City shall be notified as to the effective date of benefit by the responsible party.

ARTICLE 21 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

This article has been updated as of January, 2016 with the intent of accurately describing the tiered retirement system and the optional retirement benefits available to represented employees. It is not intended to add, delete or otherwise modify benefits previously mutually agreed to by the City and NCFFA.

Section 1 City's Contract with CalPERS

Consistent with the Government Code of the State of California, employees are local safety members of the Public Employees' Retirement System and are entitled to retirement benefits as indicated in the contract between the Board of Administration of California Public Employees Retirement System (CalPERS) and the City Council and in accordance with the Public Employees' Retirement Law and related regulations.

Section 2 Retirement Benefits

(A) Tier One: 3.0% at 50 Retirement Plan – Unit Members Hired On or Before July 1, 2011

This subsection A (including subsections) shall apply to bargaining unit members hired on or before July 1, 2011.

1. 3.0% at 50 Retirement Plan

   The 3.0% at 50 retirement plan will be available to eligible bargaining unit members covered by subsection A.

2. Required Unit Member Contribution

   Each unit member shall pay the full member contribution to CalPERS equal to nine percent (9%) of the compensation paid to the member for service rendered. Effective the first full pay period in July 2018, each unit employee shall contribute 1.0% toward the employer PERS rate for a total of 10.0% overall contributed toward their pensions. Effective the first full pay period in July 2019, each unit employee shall contribute an additional 2.0% for a total of 3.0% toward the employer PERS rate, and a total of 12.0% overall contributed toward their pensions. These payments of the 1% and 2% herein shall be in accordance with California Government Code section 20516 (f). In addition, the payments shall be made on a pre-tax basis pursuant to IRS code section 414 (h) (2).

3. Final Compensation

   For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection A shall mean the highest twelve (12) consecutive month period.

(B) Tier Two: 3.0% at 55 Retirement Plan – Unit Members Hired After July 1, 2011 But Before January 1, 2013, and Classic Members as Determined by CalPERS

This subsection B (including its subsections) shall apply to bargaining unit members hired after July 1, 2011 but before January 1, 2013. In addition, this subsection B (including its subsections) shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements ("Classic Members").

1. 3.0% at 55 Retirement Plan

   The 3.0% at 55 retirement plan will be available to eligible bargaining unit members covered by subsection B.

2. Required Unit Member Contribution

   Each unit member shall pay the full member contribution to CalPERS equal to nine percent (9%) of the compensation paid the member for service rendered. Effective the first full pay period in July 2018, each unit employee shall contribute 1.0% toward the employer PERS rate for a total of 10.0% overall contributed toward their pensions. Effective the first full pay period in July 2019, each unit employee shall contribute an additional 2.0% for a total of 3.0% toward the employer PERS rate, and a total of 12.0% overall contributed toward their pensions. These payments of the 1% and 2% herein shall be in accordance with California Government Code section 20516 (f). In addition, the payments shall be made on a pre-tax basis pursuant to IRS code section 414 (h) (2).

3. Final Compensation

   For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection B shall mean the highest twelve (12) consecutive month period.

(C) Tier Three: 2.7% at 57 Retirement Plan - Unit Members Hired On or After January 1, 2013

This subsection C (including its subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

1. 2.7% at 57 Retirement Plan

   As required by Government Code Section 7522.25, the 2.7% at 57 retirement plan will be available to eligible bargaining unit members covered by subsection C.

2. Required Unit Member Contribution

   As required by Government Code Section 7522.30, bargaining unit members covered by subsection C shall pay, through payroll deductions, fifty percent (50%) of normal costs.

3. Final Compensation

   As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection C shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Section 3 Optional Retirement Benefits

The City shall provide bargaining unit members with those optional benefits which it has elected to provide in its contract with CalPERS and in accordance with the Public Employees' Retirement Law.

The list of optional benefits, as provided in the City's Safety Plan Annual Valuation Report prepared by CalPERS, and as stated in the City's contract with CalPERS is provided as an attachment. Some or all of the listed benefits may not be available to Tier Three members.

The above provision is subject to the terms and conditions of the City's contract with CalPERS, and any applicable local, state or federal law.

ARTICLE 22 – SALARIES

Section 1 Total Compensation

The City of National City strives whenever fiscally prudent to provide FFA represented personnel with total compensation comparable to the average of the 18 City Fire Departments in the County of San Diego utilizing the methodology described below.

Total compensation surveys for bargaining unit members shall be performed according to the following criteria:

(A) Benchmark classifications for the total compensation survey shall be: Firefighter; Engineer; Captain; and Battalion Chief.

(B) Agencies to be surveyed for determining total compensation shall be: Carlsbad; Chula Vista; Coronado; Del Mar; El Cajon; Encinitas; Escondido; Imperial Beach; La Mesa; Lemon Grove; National City; Oceanside; Poway; San Diego; San Marcos; Santee; Solana Beach; and Vista.

(C) Compensation items to be surveyed and included for each classification shall be: Employee Salary (top step); Medical contributions; Uniform Pay; Retirement contribution (EPMC paid by employer); Education Incentive; Paramedic Pay (for Firefighter classification only); and EMT Pay (for the Fire Captain, Engineer, and Battalion Chief classifications only).

Prior to the next MOU negotiations the City will at its own expense conduct and complete a total compensation survey of all bargaining unit classifications, according to the criteria for conducting total compensation surveys stated in Section 1, above. The total compensation survey shall be based on compensation data from comparable agencies in effect by July 31 of the year in which the survey is performed. 1. Comparable agency compensation adjustments approved which are implemented after July 31 of the year in which the survey was performed shall not be considered in the survey. The City will give NCFFA the opportunity to verify the underlying data used in the compensation survey before the survey is finalized.

Section 2 Salary Increases

Effective with the start of the first full pay period in July 2025, the classification of Firefighter shall receive a 2.5% wage increase, the classification of Fire Engineer shall receive a 4.5% wage increase, the classification of Fire Captain shall receive a 4.5% wage increase, the classification of Deputy Fire Marshal shall receive a 4.5% wage increase and the classification of Fire Battalion Chief shall receive a 4.0% wage increase.

All represented employees who have already completed Twenty-six (26) full pay cycles of satisfactory service at the fifth (E) step as of the start of the first full pay period in July 2025 shall advance to the sixth (F) step (5% above E) effective with the start of the first full pay period of July 2025. All other employees at the fifth (E) step 5 shall be eligible to advance to the sixth (F) as described in Article 12, Compensation Plan, Section 2, (F).

Effective with the start of the first full pay period in July 2026, all classifications shall receive a 5.0% wage increase.

Effective with the start of the first full pay period in July 2027, all classifications shall receive a 5.0% wage increase.

Section 3 Bilingual Pay

Those represented employees who can demonstrate competency in the Spanish or Tagalog languages as verified by the Personnel Department shall receive 2.0% incentive pay to the hourly base salaries. Effective the first full pay period following City Council approval of this 2018-2020 MOU, represented employees who can demonstrate competency in the Spanish or Tagalog languages as verified by the Human Resources Department shall receive 4.0% incentive pay to the hourly base salaries

Section 4 Residency Incentive Pay

Those represented employees who can show actual residency within the City limits of National City shall receive an additional 2% incentive pay to their hourly base salaries for as long as they remain residents of National City.

ARTICLE 23 – CALL BACK AND STANDBY/ON-CALL

1. All employees covered by the terms of the Agreement who are called back to work from off-duty and arrive at station for duty shall be paid for not less than two (2) hours at one and one-half (1½) times the base salary rate. Immediate call back will receive one (1) additional hour of travel time.

2. Off-duty personnel may be required by the Fire Chief to remain on standby/on-call status and shall receive one-half (.5) hour of base salary for each four (4) hours of required standby time.

ARTICLE 24 – SHIFT EXCHANGES

The City agrees that employees shall have the right to exchange, subject to prior approval of the Chief or their authorized designee, duty shifts when the changes do not interfere with the operation of the Fire Department. The Association agrees that shift exchanges shall in no way become subject to overtime pay.

1. The Chief's authorized designee may be one shift Captain from the requesting individual and one shift Captain from the receiving man involved in the shift exchange. The Chief may change their designee at any time.

2. Shift exchanges may be for a minimum of one (1) hour to a maximum of twenty-four (24) hours for any one request.

3. Refer to Article 16 Overtime for consecutive hours worked criteria.

4. Working in excess of twenty-four (24) hours will not be cause for denial.

ARTICLE 25 – TRAINING

Section 1 Training

EMT Training – The City agrees to provide all training and re-certification for represented employees to maintain County of San Diego EMT certification. EMT training will be provided on City time (during regularly scheduled work hours).

Fire Investigation Training – Up to $500 annually will be provided to employees assigned to Fire Investigation for specialized training in fire investigation that is considered necessary by the Fire Marshal and approved by the Fire Chief.

Section 2

The Educational Expenses Reimbursement Plan is available to employees who wish to improve their work performance through furthering their education. The plan provides reimbursement for up to $2,500 per employee, per fiscal year with a maximum pool of training funds per fiscal year of $20,000 for FFA represented employees, and is open to all employees who meet the following criteria:

(A) Successful completion of probation.

(B) A proposed course of instruction related to the employee's employment with the City. The City Manager or their designee has the final authority on determining whether a course is job related. Request must be submitted in writing on appropriate department form according to established procedures.

(C) The reimbursement may be used to cover the costs of tuition, registration, travel expenses and books.

(D) If a letter grade is given, the course must be passed with a grade of "C" or better. If taken on pass/fail basis, employee must pass course(s) taken. If no grade or pass/fail is given, then reimbursement shall be given upon presentation of successful completion of training.

(E) The employee must show written documentation of the expenditures being claimed for reimbursement.

(F) While the general maximum reimbursement per employee per fiscal year is $2,500 (see above), in the last month of the fiscal year, employees who have completed approved courses exceeding the $2,500 per employee limit shall be eligible for additional reimbursement if the $20,000 for that fiscal year has not all been used. Reimbursement payments beyond $2,500 per employee shall be made in equal amounts to requesting employees, but may not exceed $3,500 per employee for courses completed in that fiscal year.

Reimbursement under this Plan will be made upon completion of the above requirements and paid from the fund for the fiscal year in which the course is paid by the employee.

ARTICLE 26 – COMPANY-LEVEL STAFFING

Section 1

One Engine Company shall be staffed with a minimum of four (4) Personnel in the following manner: one (1) rated Fire Captain, one (1) rated Fire Engineer and two (2) rated Firefighters. Other Engine Companies shall be staffed with a minimum of three (3) Personnel in the following manner: one (1) Fire Captain, one (1) rated Fire Engineer and one (1) rated Firefighter. Engine companies shall be staffed to perform engine company operations. Each Company shall be staffed as a Paramedic Assessment Company in compliance with Article 29, Section 1.

Section 2

Each Truck Company shall be staffed with a minimum of four (4) Personnel in the following manner: one (1) rated Fire Captain, one (1) rated Fire Engineer and two (2) rated Firefighters. The Truck Company shall be staffed to perform truck company operations. Each Company shall be staffed as a Paramedic Assessment Company in compliance with Article 29, Section 1.

Section 3

Each Squad Company shall be staffed with a minimum of two (2) Personnel in the following manner: one (1) rated Fire Captain, one (1) rated Firefighter. Each Company shall be staffed as a Paramedic Assessment Company in compliance with Article 29, Section 1.

Section 4

The City shall be obligated to staff each company with rated personnel at all times. Circumstances in which non-rated personnel are used shall be governed by Article 4, Out-of-Class Pay. Inability to provide rated personnel may be permitted in circumstances out of the Department's control, such as sick leave, special leave, off the job-incurred injury, or illness, on the job-incurred injury or illness or natural disasters.

Section 5

In the event a Battalion Chief is on vacation, an attempt must be made to fill the vacancy with a rated Battalion Chief. In the event a Captain is on vacation, an attempt must be made to fill the vacancy with a rated Captain. In the event an Engineer is on vacation, an attempt must be made to fill the vacancy with a rated Engineer.

Section 6

Refer to Overtime article 16 for consecutive hours worked criteria.

Section 7

Minimum daily staffing shall be no less than fourteen (14) personnel comprised of two (2) engine companies, one (1) truck, one (1) Battalion Chief and one (1) two-personnel squad.

Section 8

The City is committed to enhancing service levels and evaluating the impact of constant manning for the betterment of its residents and the NCFFA who serve them. Following completion of CPSM's study, the City and NCFFA will meet and discuss Fire Department staffing options.

Section 9

Each Battalion Chief Command Vehicle will be staffed with one (1) rated fire Battalion Chief.

ARTICLE 27 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provision of this Agreement expressly provides otherwise, it is hereby mutually agreed that the City has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the City shall include, but not be limited to the right:

to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for legal cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity; standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work.

ARTICLE 28 – EMPLOYEE GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose and objectives of this Grievance Procedure of the City of National City are:

(A) To promote improved employer-employee relations by establishing grievance procedures on matters within the scope of a Memorandum of Understanding between the City and a recognized employee association for which appeal or hearing is not provided by other regulations.

(B) To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.

(C) To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.

(D) To provide that appeals shall be conducted as informally as possible.

(E) To resolve grievances as quickly as possible and correct, if possible, the cause of grievances, thereby reducing the number of grievances and future similar complaints.

This grievance procedure is applicable to all employees in positions within a bargaining unit represented by an employee association. This procedure does not supersede the grievance or other appeal procedures in the Civil Service Rules of the City.

Section 2 Identification of Participants

For the purpose of this grievance procedure, the following definitions shall apply:

(A) **Association**: The employee organization recognized by the City to represent employees in the grievant bargaining unit.

(B) **City**: The City of National City.

(C) **City Manager**: The City Manager or their designee.

(D) **Department**: A major organizational unit of the City.

(E) **Department Head or Head of a Department**: The chief executive officer of a department.

(F) **Employee or City Employee**: A member of a bargaining unit either at the time of initiation of the grievance of within seven (7) calendar days prior to initiation of the grievance.

(G) **Employee Representative**: An individual who appears on behalf of the employee.

(H) **Grievance**: A complaint of an employee, or a group of employees or the Association on behalf of its membership as a whole, arising out of the application or interpretation of existing provisions of an MOU.

(I) **Immediate Supervisor**: The individual who normally assigns reviews or directs the work of an employee.

(J) **Management**: (1) Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the chief executive officer and department heads; (2), Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(K) **Memorandum of Understanding (MOU)**: A written agreement between an employee organization and the City, which is a result of the meet and confer process.

(L) **Director of Personnel**: The Director of Personnel or their designee.

(M) **Second Level Supervisor**: The individual to whom an immediate supervisor normally reports.

Section 3 Scope of Grievance Procedure

(A) To be reviewable under this procedure, a grievance must:

1. Concern matters or incidents that have occurred; and

2. Result from an act or omission by management which is alleged to be a violation of a specific provision of a current Memorandum of Understanding; and

3. Arise out of a specific situation, act or acts complained of as being unfair which result in specified inequity or damage to the employee(s).

(B) A grievance is not reviewable under this procedure if either it is a matter which would require the modification of the MOU or a policy established by the City Council or by law. Also, a grievance is not reviewable under this procedure if it is reviewable under some other administrative or Civil Service procedure such as:

1. Applications for changes in title, job classification or salary;

2. Appeals from formal disciplinary proceedings;

3. Appeals arising out of Civil Service examinations;

4. Appeals from work performance evaluations.

(C) A complaint may not be considered under this procedure if a grievance has been filed on the same matter under the Civil Service Grievance Procedure (Rule IX).

Section 4 Special Provisions of the Grievance Procedure

(A) **Procedure for Presentation**: In presenting a grievance the employee shall follow the sequence and the procedure outlined in Section 5 of this Procedure.

(B) **Prompt Presentation**: The employee shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.

(C) **Submittal of Grievance**: The written grievance shall be submitted on a form prescribed by the Director of Personnel for this purpose. At each level, the form must be completed fully, signed by the grievant and hand delivered or sent by U.S. mail to the designated reviewer's office with a copy being sent to the Personnel Office, also within the specified time limits.

(D) **Statement of Grievance**: The grievance must contain a statement of:

1. The specific situation, act or acts complained of as being unfair; and
2. The specific provision(s) of the MOU which has been violated; and
3. The inequity or damage suffered by the employee; and
4. The relief sought; and
5. The representative of the grievant (if applicable).

(E) **Employee Representative**: The employee may choose someone to provide representation at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time.

(F) **Handled During Working Hours**: Whenever possible, grievance hearings and meetings with reviewers will be conducted during the regularly scheduled working hours of the parties involved.

(G) **Extension of Time**: The time limit within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

(H) **Consolidation of Grievances**: If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled by management as a single grievance.

(I) **Settlement**: A grievance shall be considered settled and not subject to further consideration or re- filing if any of the following conditions exist:

1. The grievant indicates in writing that the grievance is withdrawn.

2. The specific remedy requested on the grievance form is granted.

3. The grievant does not submit the grievance to the next higher level of review with the normal time limits or extended time limits obtained in writing by mutual agreement.

(J) **Rejection**: A grievance may be rejected for consideration at any time during the grievance review process for any of the following reasons:

1. The grievant does not meet the definition of "employee" indicated in Section 2.

2. The subject of the grievance is outside the scope of the procedure as indicated in Section 3.

3. The grievant does not comply with any of the requirements of Sections 4 or 5.

(K) **Representation**: The grievant may elect to be represented by the Association or any other person or to represent himself/herself. If the grievant elects to not be represented by the Association, the Association shall be given a copy of the grievance and its resolution.

(L) **Deletion of Step(s)**: By mutual written consent of the department head and the grievant, any one or more of the first three (3) steps of the procedure may be omitted in consideration of a specific grievance when it is felt that this is in the best interests of an equitable and expeditious resolution of the grievance.

(M) **Reprisals**: The grievance procedure is considered an integral part of the employee-employer relation policy of the City. As such, it is intended to assure a grievant and his/her representative the right to present the grievance without fear of disciplinary action or reprisal of any kind by his/her supervisor or other agents of the City provided he/she observes the provisions of the grievance procedure.

Section 5 Grievance Procedure Steps

An employee submitting a grievance shall follow the following procedure:

STEP I **Immediate Supervisor**: The employee shall discuss the grievance with the immediate supervisor within 20 calendar days of the alleged act or omission of management causing the grievance. Within seven (7) calendar days the supervisor shall give a decision to the employee verbally.

STEP II **Department Head**: If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the time limit, the employee may within seven (7) calendar days present the grievance in writing to the department head. The department head shall hear the grievance and give a written decision to the employee within fourteen (14) calendar days.

STEP III **Hearing**:

(a) **Grievance to Director of Personnel**: If the grievant and the department head cannot reach an agreement as to a solution of the grievance or the employee has not receive a written decision within the time limit, the grievant may within fourteen (14) calendar days present the grievance in writing to the Director of Personnel.

(b) **Selection of Board Members**: Subject to Section 6 of this Article, within seven (7) calendar days of receiving the grievance at this level, the Director of Personnel shall meet with the grievant and/or the grievant's representative to select two members of a grievance hearing board. The grievant and/or representative shall select one member; the Director of Personnel shall select another member.

The two board members shall select a third member to serve as Chairperson. The board members may be any persons who are not directly involved in the incidents of the grievance or in the line of supervision over the grievant either at the time of the hearing or at the time the incidents referred to in the grievance occurred. Any person nominated to be the chairperson shall be subject to disqualification and the action of the Board cancelled if it can be shown that he/she had direct interest in the resolution of the grievance.

(c) **Hearing Procedures**:

1. The board members shall be given prior access to the grievance form, all written responses and all supportive material attached thereto.

2. The board shall provide written announcement of the location, date and time of the hearing to each side.

3. The hearing may be public or closed as requested by the grievant.

4. The manager who is the subject of the grievance shall be represented by the Director of Personnel or other person designated by him/her.

5. Each side shall have the opportunity to present written and oral evidence. Witnesses shall be under oath.

6. The board shall rule on the admissibility of evidence. Legal rules of evidence shall not apply.

7. Each side shall receive a copy of the written evidence and have the opportunity to question the witnesses of the other side.

8. The parties shall have the right to record hearings by audio recorders or, by mutual agreement, by court reporter.

9. The board members, if City employees, are entitled to carry out all activities connected with the hearing, including preparation for the hearing and preparation of report on City work time.

10. Consistent with the above requirements, the board may establish such additional procedures, as it deems necessary to carry out its responsibilities.

(d) **Board Report**:

1. The board shall submit a written report of its findings to the City Manager with copies to the grievant, the appropriate department head and the Director of Personnel.

2. The report shall contain only the following:

   (a) Recommendation on each specific remedy requested on the grievance form.

   (b) Findings of fact about the alleged violation(s) by management.

   (c) The date, time and location of the hearing, the names of witnesses and a copy of all pertinent documents.

3. The board may recommend that no remedy be granted, that the remedy sought be granted or that an alternate remedy be granted. In order to grant some remedy to the grievant, it must be shown to the satisfaction of the board that such remedy is justified by a preponderance of evidence is consistent with the relevant MOU and the grievant met the requirements of the grievance procedure.

4. There shall be only one report from the board.

5. The discussions of the board members are confidential. All copies of materials and working papers of the board members shall be maintained by the Chairperson of the Board for 90 days after the decision of the City Manager is disseminated and then destroyed as soon as practical thereafter.

6. Necessary clerical support for the board shall be made available by the Office of the City Manager.

(e) **City Manager's Response**: The City Manager shall provide written response to both parties and the members of the board on the resolution of the grievance. If the City Manager disagrees with any recommendation of the Board, their written response shall indicate strong and compelling reason(s) for that disagreement. Basis for disagreement may be any one or more of the following:

1. The Board substantially deviated from the hearing procedures.

2. The recommendation is in excess of the remedy sought on the initial grievance submittal.

3. The recommendation is inconsistent with the MOU.

4. The recommendation is inconsistent with the facts as stated in the grievance form and/or the written information provided by the Board.

The decision of the City Manager shall be final and not subject to further appeal except for such appeals to the Courts and State or Federal compliance agencies as provided by law.

Section 6 Interpretation and Application

The Director of Personnel is responsible for the interpretation and application of this grievance procedure. In the event of disagreement with the Director of Personnel's actions or interpretations, the final authority will be the City Manager. The City Manager's determinations on the application and interpretation of the grievance procedure are final and not subject to further appeal or grievance.

Section 7 Implementation

If the City later grants binding arbitration as the final step for grievance resolution to the Police Officers' Association, that procedure shall be incorporated into this Article and applied to the members of the Firefighters' Association.

ARTICLE 29 – PARAMEDIC ASSESSMENT COMPANY

Section 1 Definition

A Paramedic Assessment Company consists of a fire apparatus with advanced life support capability (ALS) staffed by a Fire Captain, Fire Engineer and Firefighters. Paramedics (EMT-P) on the assessment company shall carry out duties as defined by the appropriate San Diego County and State of California Emergency Medical Services (EMS) agencies.

Section 2 Funding

Costs of the Paramedic Assessment Company program are paid from reimbursements for services provided by the Fire Department to the City's Ambulance Transportation Services Program. Costs are to include licensing, continuing education, supplies, compensation and any other costs directly attributed to the program.

Section 3 Components of the Program

1) Eligibility for Training: An employee must receive prior City approval to participate in the paramedic training and certification program, and the City retains sole discretion to approve or deny an employee's participation in paramedic training. Additionally, employees will be eligible for Paramedic training only upon successful completion of their probationary period with the City of National City.

2) Lateral or new hires: Lateral or new hires with current Paramedic certification will be eligible for Paramedic duty after completion of department approved certification process with the City of National City.

3) Promotions: EMT-P licensing shall not be considered grounds to disqualify nor restrict employees from pursuing promotional opportunities within the Department.

Required length of service:

Employees entering the program agree to maintain their EMT-P status for a four year (4) period. After this four (4) year period, an EMT-P may end participation in the program only if qualified EMT-P replacement is available and by submitting a written resignation from the program ninety (90) days prior. In the case of simultaneous resignation requests, resignation will be based on seniority. Upon resignation, EMT-P compensation and reimbursements shall end.

Reimbursement to the City:

Employees who gain EMT-P certification as a function of their employment with the City have an obligation to provide EMT-P services to the City for a period of four (4) years from the time they receive EMT-P certification. Employees, who voluntarily resign from City employment before four (4) years, will be obligated to reimburse the City for all costs associated with EMT-P training. Extenuating circumstances that require an individual to leave the program or leave City employment prior to completing his or her four (4) year commitment may be considered on a case-by-case basis before assessing the reimbursement costs.

Section 4 Paramedic Specialty Compensation & EMT Compensation - Paramedic Assessment Company

Upon licensing and for as long as they remain in the Paramedic program, employees holding the EMT-P license shall receive an additional 15% incentive pay to their hourly base salaries for as long as the employee maintains current EMT-P certification.

EMT-P employees shall be compensated at the rate of one and a half (1½) times for continuing education outside of regular work hours. This compensation will not exceed the minimum forty (40) hours of continuing education required by the State every two years to maintain EMT-P status.

EMT Compensation - Paramedic Assessment Company:

EMT employees who are not EMT-P's shall receive an additional 1½% incentive pay to their current wage step hourly base salaries.

ARTICLE 30 – DEFERRED COMPENSATION

FFA employees shall have the option to enroll in either the ICMA or the Nationwide plan but not both. The City will not agree to any enhancements to the Nationwide plan that would jeopardize the tax exempt status of the City's current plan with the IRS.

ARTICLE 31 – CATASTROPHIC LEAVE

Bargaining unit members are eligible to use catastrophic leave under the City's catastrophic leave policy and must meet all eligibility requirements under that policy, except that bargaining unit members may retain 96 hours of sick leave and 96 hours of vacation leave in their leave balances.

Both banks must be exhausted or be projected by Human Resources staff to reach to a maximum of 96 hours during the anticipated term of absence in order to be eligible for a catastrophic leave bank.

ARTICLE 32 – ASSOCIATION BANK

Section 1 Leave Bank

The intent of this article is to provide National City employees representing the National City Firefighters' Association (FFA) with a leave bank that can be utilized when conducting business benefitting the local association and its members such as but not limited to attending meetings and conferences on behalf of the association and/or its member(s).

The cumulative Association Leave Bank maximum accrual is 360 hours per fiscal year.

1. Should the Association Leave Bank reach 360 hours in any fiscal year, additional donations shall not be accepted until the start of the next fiscal year up to a maximum of 360 hours.

2. The initial Association Leave Bank will be established by the City immediately following City Council approval. The maximum accrual for the first fiscal year of the Association Leave Bank will be prorated based upon the date of City Council approval.

3. The City shall not contribute leave time to the Association Leave Bank

Section 2 Voluntary Donations

1. Hours shall be donated to the Association Leave Bank on a voluntary basis by FFA represented employees using a prescribed donation form.
2. Employees may donate vacation, sick or compensatory time credits.
3. Donations must be for a minimum of four (4) hours for each type of time transferred and in whole (one) hour increments thereafter.
4. Donating employees must have a minimum vacation balance of 112 hours after donation.
5. Sick leave donations will be credited at a rate of 50% (ex: a donation of four (4) hours will be credited to the Association Leave Bank as two (2) hours).
6. Sick leave donations will be counted against the donor's annual sick leave usage for purposes of Article 11, Section 12, Sick Leave Incentive Pay, at 50% of the number of hours donated (a donation of ten (10) hours will be counted as five (5) hours used for Article 11, Section 12 only.
7. Donating employees forfeit any right or claim to leave credits once they are donated.
8. Leave will be transferred on an hour-for-hour basis, regardless of the salary of the employees involved.

Section 3 Use of the Leave Bank

Hours donated to the Association Leave Bank may be used by members of the FFA:

1. In lieu of or in conjunction with the employees own leave balances when conducting association business during the employee's scheduled work shift(s).

2. Determining which association activities are qualifying and which employees are eligible to utilize the Association Leave Bank is done at the discretion of the FFA Executive Board.

3. Requests for leave must be reviewed and are subject to approval by the department head or designee consistent with department policy.

4. Employees using donated leave shall record the use in Telestaff with the date of usage and the number of hours used.

5. It is the responsibility of FFA to monitor the hours available for use in the leave bank.

Section 4 Administration

1. Upon receipt of a donation form, the Finance Department will review to ensure that the employee(s) meet the eligibility requirements and that the leave bank has not reached its maximum accrual for the fiscal year.

2. If all eligibility criteria are met, the Finance Department will transfer the donated leave to the Association Leave Bank.

   If any part of the eligibility criteria is not met, the donation form will be returned to the donating employee without being processed.

ARTICLE 33 – POST-RETIREMENT HEALTHCARE TRUST

Section 1 Employee Conbtribution

The City and FFA will contract with the International Association of Firefighters Medical Expense Reimbursement Trust (IAFF MERP) to provide a post retirement medical expense reimbursement plan for represented employees. All FFA represented employees will contribute $100/month to the IAFF MERP via payroll deductions effective the first full pay period after the trust is established. No FFA represented employee may opt out of the payroll contributions to the IAFF MERP or opt to receive the payroll contributions in cash. Employees shall also have the option to have sick leave accruals earned under Article 11, Section 12 (Sick Leave Incentive Pay) transferred annually to the IAFF MERP, and vacation accruals transferred annually (Article 7, Section 7) and at time of separation (Article 7, Section
6) to the IAFF MERP to the extent and as provided in those Articles of this MOU, with no option to receive the sick leave or vacation accruals in cash. Members who promote out of the FFA shall continue to participate via ongoing mandatory $100 per month employee contributions described above, but shall no longer be entitled to any employer contributions otherwise required by this MOU.

The City will incur no financial cost or obligation in connection with this contract or benefit. The City shall have no administrative responsibilities or liabilities related to this benefit, other than processing payroll deductions and leave transfers and contribution reporting on participating employees to the IAFF MERP.

The FFA shall hold the City harmless for the City's actions related to this Article, and indemnify the City against any liability the City may incur as a result of this Article, including but not limited to allowing the FFA to participate in the IAFF MERP or the City's processing of payroll deductions or sick and vacation leave transfers as set forth in this Article.

The City's sole responsibility under the IAFF MERP is to submit the contributions required by this MOU to the IAFF MERP. The City, as well as its officers, employees, agents and attorneys shall be held harmless by the FFA for any and all actions or omissions by IAFF MERP and the FFA. Each City employee or retiree enrolled in the IAFF MERP shall not have any claim or cause of action of any kind against the City, its officers, employees, agents and attorneys resulting in any way from IAFF MERP's administration and operation, including, but not limited to, the determination of the amount of retiree health benefits and/or reimbursements it provides, eligibility for the program; and timing and form in which IAFF MERP makes its health benefits and/or reimbursements available to participating employees and retirees.

Section 2 Employer Contributions

Employees covered by this MOU, who begin employment with the City of National City on or after July 1, 2025, shall receive Retiree Health Benefits through their own contributions to the IAFF MERP (as described in Section 1 above) and City contributions to the IAFF MERP on a monthly basis in the amount of $106.84.

Catch-up Provision:

Employees covered by this MOU, who are employed with the City of National City as of July 1, 2025, shall receive Retiree Health Benefits through catch up contributions to the International Association of Firefighters Medical Expense Reimbursement Trust (IAFF MERP) on a monthly basis as indicated below. Monthly contribution amounts are based on individual member's years of fire safety service with National City and Qualifying CalPERS agencies as of January 1, 2026.

Years of fire safety service with National City and qualifying CalPERS Agencies:

0 - 4.99 Years - $128.21
5 - 9.99 Years - $160.26
10 - 14.99 Years - $213.68
15 - 19.99 Years - $320.51
20 - 24.99 Years - $641.03
25 - 30+ Years - $1,602.56

The City and the FFA agreed upon these values utilizing the described five (5) year cohort method in conjunction with calculation methodologies provided by the International Association of Firefighters Medical Expense Reimbursement Trust (IAFF MERP) to estimate the monthly contribution needed to equal the benefit described in Article 18, Section 4. The cohort assignments are used solely to determine the City's contribution rate for individual members. Determined rates will continue at the same level; members do not move through the cohorts over time.

Section 3 City Contributions Implementation Plan

Employees covered by this MOU shall qualify for Retiree Health Benefits and/or City IAFF MERP contributions as follows:

1. All employees first hired by the City on or after July 1, 2025 shall have no claim or right to the retiree health benefit described in Article 18, section 4 of this MOU;

2. All current employees as of July 1, 2025 shall sign a waiver of any claim or right to the retiree health benefit described in Article 18, section 4 of this MOU, which waiver shall not apply to any current employees as of July 1, 2025 who have an effective retirement date with CalPERS between July 1, 2025 and December 31, 2026. No current employee may opt out of the IAFF MERP and all must sign the waiver;

3. Current employees as of July 1, 2025 who have an effective retirement date with CalPERS between July 1, 2025 through December 31, 2025 shall receive the retiree medical benefit described in Article 18, section 4 of this MOU, if they meet the qualifications set out in that section.

4. All employees that retire with an effective retirement date with CalPERS between January 1, 2026 through December 31, 2026 will receive the retiree medical benefit described in Article 18, section 4 of this MOU that they qualify for, if any, plus any benefit from IAFF MERP they qualify to receive;

5. Any current employee as of July 1, 2025 that retires with an effective retirement date with CalPERS of January 1, 2027 or later, and all employees first hired by the City on or after July 1, 2025 shall have no claim or right to the retiree health benefit described in Article 18, section 4 of this MOU; and

6. The City shall no longer be required to make contributions to the IAFF MERP on behalf of an employee after the employee retires or otherwise separates from City employment, or promotes or transfers to a classification not subject to this MOU. The City's contributions to the IAFF MERP are not a vested benefit or vested right.

ARTICLE 34 – TERMS OF PROVISIONS

The provisions of this Memorandum of Understanding shall be effective and binding from July 1, 2025 through June 30, 2028.

This MOU is subject to all future and current applicable Federal or State and Local laws and regulations.

If any part or provision of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected. The Association will be duly notified of any such judicial or legislative action invalidating any section of this Agreement, and the Association and/or the City shall have right to meet and confer within thirty (30) days concerning said section. This MOU shall supersede all past agreements and City or department rules and ordinances that are in conflict with or are addressed by this MOU.

In addition, the City and the Association may mutually agree in writing to meet and confer on any subject within the scope of representation.

Either Party to this MOU may reopen this MOU in the event that there is a taxation issue regarding constructive receipt of income regarding, but not limited to, the rollover or cash out of leave balances into a Deferred Compensation Account or the IAFF MERP, as described in this MOU. The negotiations will be for the sole purpose of conversion to an irrevocable election method to avoid constructive receipt of income.

ARTICLE 35 - DEFINITIONS

BASE SALARY – Shall mean, for 56-hour personnel, the hourly rate derived by dividing the annual salary as developed by the Finance Department on their published salary schedule by the average number of scheduled work hours (2912) hours. For 40-hour personnel, the hourly salary derived by dividing the annual salary by 2080 hours. The annual salary does not include overtime, special or incentive pays or cash-outs.

COMPENSATION PLAN – Shall mean the official schedule of pay approved by the City Council assigning one or more rates of pay to each class title.

COMPENSATORY LEAVE – Shall mean time off from work in lieu of monetary payment for overtime worked.

CONTINUOUS SERVICE – Shall mean employment in the City service uninterrupted by separation, and applies to the time a person has been employed on a permanent basis, or to the continuation of employment from temporary to a permanent appointment, without any break in service.

DEMOTION – Shall mean the appointment of an employee holding a position in one class to a position in another class having a lower maximum salary rate, or to a lower step within the same.

DEPARTMENT – Shall mean an administrative branch including a group of employees under the immediate charge of a chief executive officer of a department of the City government, which latter officer shall be known as the department head.

EMPLOYEE – Shall mean a person who is legally an incumbent of a position in the Classified Service or who is on authorized leave of absence from such a position with the right to return to their position. Employee shall include OFFICER.

IMMEDIATE FAMILY – Immediate family shall include the husband, wife, domestic partner (as defined by and registered with the California Secretary of State), mother and father of husband and wife and domestic partner, son, daughter, brother and sister of the employee, or any relative by blood or marriage or domestic partnership residing in the same household.

INTERIM APPOINTMENT – Shall mean a short-term appointment made from an eligible list.

LAY-OFF – Shall mean the involuntary, non-disciplinary separation of an employee from a position resulting from lack of work, lack of funds or abolishment of a position.

LEAVE – Shall mean an approved type of absence from work as provided for by these rules.

NORMAL WORK DAY – Shall mean operations personnel are not expected to work on projects of a non-emergency nature after 1700 hours. If an individual elects to work on a project or other administrative assignment after 1700 hours he shall do so of their own free choosing. No coercion, harassment or persuasion shall be placed on any individual either by the fire department administration or by the labor body.

PAY CYCLE – Two-week period for pay purposes.

PAY DAY – Day on which pay is given for previous pay cycle.

PAY PERIOD – 28-day period for purposes of overtime.

PERMANENT EMPLOYEE – Shall mean an employee who has been appointed to a permanent position. A permanent employee may be serving a probationary period.

PERMANENT POSITION – Shall mean a specific office or classification, whether occupied or vacant, carrying responsibilities and calling for the performance of certain duties by one individual. This position shall be included in the Classified Service and may be either on a part-time or full-time basis.

PERMANENT STATUS – Shall mean the satisfactory completion of one (1) year of probationary service and continuing permanent appointment.

DIRECTOR OF PERSONNEL – Shall mean the City Manager or the person appointed by the City Manager to act as Secretary to the Civil Commission, to administer the activities of the Personnel Department and to exercise general supervision over the employment policy of the City subject to the direction of the Commission.

POSITION – Shall mean any specific officer or classification whether occupied or vacant, carrying certain responsibilities and calling for the performance of certain duties by one individual, either on a part-time or full-time basis.

PROBATIONARY PERIOD – Shall mean the working test period during which an employee is required to demonstrate their fitness by the actual performance of the duties and responsibilities of their position and during which time he may be terminated without right of appeal to the Civil Service Commission.

PROBATIONARY STATUS – Shall mean service in a permanent position prior to completion of the prescribed period of probationary service.

PROBATIONER – Shall be an employee in the Classified Service who is serving a probationary period.

PROVISIONAL APPOINTMENT – Shall mean the temporary appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in the class in the absence of available eligible; any non-permanent appointment, other than seasonal, part-time or emergency appointment, which is not made from a re-employment list or an eligible list.

SALARY RANGE - Shall mean one or more, but commonly five (5) specific pay rates having a percentage relationship to one another, assigned to a class of positions as the compensation for the class.

SALARY RATE – Shall mean a specific dollar amount, expressed as an annual rate, a monthly rate, a semi-monthly rate, a bi-weekly rate or an hourly rate, as shown in the compensation plan of the City.

SALARY STEP – Shall mean the location of a rate within a salary range, as identified by a letter of the alphabet.

TELESTAFF – Shall mean the department recognized staffing and payroll computer software program.

TEMPORARY ASSIGNMENT – Assignment of personnel to a 40-hour workweek in a position that is not designated as a permanent 40-hour assignment.

TEMPORARY EMPLOYEE – Shall mean an employee appointed to a position of a non-permanent nature on provisional basis.

WORK DAY – Shall mean an eight (8) hour period as a normal work period.

WORK SHIFT – Shall mean twenty-four (24) hour period as normal work.

ARTICLE 36 - DISCIPLINARY ACTIONS AND APPEALS PROCESS

(The following is intended to replace any existing discipline language in the MOU and/or Personnel Rule(s) related to discipline, for this bargaining unit only, except as to employees on probation.)

GENERAL POLICY: The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of them is conduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances.

PROVISIONS:

A. Disciplinary Procedure:

1. Definitions:

(a) Oral/Written Warning

The use of an oral or written warning shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager will review with the employee the specific instances and deficiencies in question, the City's standards, specific improvement needed, and expected behavior moving forward. The employee should be advised of the action that will be taken should they fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.

(b) Letter of Reprimand

A Letter of Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct that does not warrant suspension or discharge, repeated instances of minor misconduct, or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take further disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Letter of Reprimand should be reviewed by the Human Resources Department. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvement required within a defined time period to avoid further disciplinary action, when applicable. A copy of the Letter of Reprimand will be placed in the employee's official personnel file.

(c) Suspension

Suspension is the temporary removal of an employee from their duties without pay for up to thirty (30) calendar days.

(d) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

(e) Demotion

Demotion is the movement of an employee from their current classification to a new classification having a lower salary range.

(f) Discharge

Discharge is the involuntary termination of an employee for cause.

B. Pre-Disciplinary Procedure

If an employee is to receive a written reprimand, be suspended, receive a reduction in pay, be demoted or discharged, the employee shall receive written notice of the proposed disciplinary action at least 10 calendar days in advance of the imposition of discipline, stating the specific grounds and the particular facts upon which the action is based. The notice will include copies of any known materials, reports or other documents upon which the intended action is based. Electronic copies will be provided upon request.

Within ten (10) calendar days after the employee has been provided with the notice of proposed disciplinary action, the employee shall notify the Fire Chief of their intention to respond in writing or orally to the proposed disciplinary action. The employee's response will be reviewed or heard by Fire Chief or their designee, acting as the "Skelly Officer", who has the authority to modify or eliminate the intended disciplinary action. If the employee elects to respond in writing, the employee must respond within ten (10) calendar days after their election to provide a written response. If the employee requests a meeting, it will be scheduled within a reasonable timeframe.

Following the written response or in-person meeting, the Skelly Officer will issue their written decision.

At the time of receiving the Notice of Proposed Disciplinary Action, the employee shall be furnished with copies of all materials, reports or other evidence upon which the proposed action is based.

C. Appeal Process

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

The term "firefighter" means an employee who is considered a firefighter under Government Code § 3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code § 830.37. This includes all employees who are in this Unit.

The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

1. Formal Appeal Procedure – The formal appeal procedure will be utilized for any discipline involving a suspension without pay or reduction in pay of more than 2 shifts (more than 30 hours, or three working days, for employees working a 4-10 schedule), removal of collateral assignment pay, demotion, or termination

A firefighter shall be entitled to an appeal hearing before an Administrative Law Judge assigned from the Office of Administrative Hearings which shall be conducted in accordance with Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

a. Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of the pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq*.

i. Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq*. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.

b. Administrative Law Judge - Pursuant to Government Code § 11512, the appeal will be heard by an administrative law judge

c. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, a hearing shall be conducted at City Hall or in another City facility at a time to be determined by administrative law judge with the input of the representatives of both the City and employee.

d. Notice of the Hearing- A notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.

e. The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.

f. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties by registered mail and accompanied by a proof of service

g. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code § 11517(c)(2) A through E.

2. Informal Appeal Procedure - The Informal Hearing Procedure, as opposed to the formal procedures outlined above, may be used at the City's sole discretion for a written reprimand, suspension without pay or reduction in pay of two (2) shifts or less for employees working a 56-hour suppression schedule or three (3) working days or less for employees working a 40-hour administrative schedule.

a. Appeal to the Fire Chief or Their Designee

i. A firefighter who receives notice of a punitive action shall be entitled to appeal the action to the Fire Chief prior to the effective date of the punitive action. The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

ii. Notice of Appeal: Within ten (10) calendar days of receipt by a firefighter of notification of a punitive action, the firefighter shall notify the Fire Chief in writing that they intend to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal. Nothing in this section shall

limit the right of the Department to institute disciplinary action, notwithstanding that an appeal may be pending.

iii. Hearing Officer: The Fire Chief or their designee shall act as the hearing officer. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or their designee shall serve as the hearing officer. The Fire Chief shall have ten (10) calendar days from receipt of the request to schedule an appeal hearing. The hearing shall take place within thirty (30) calendar days of the date the firefighter was notified about the punitive action or such other time as may be agreeable by the parties.

b. Burden of Proof: The City shall bear the burden of proof at the hearing.

i. The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that punitive action was reasonable under the circumstances.

c. Conduct of Hearing:

i. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, not relevant or cumulative, or the presentation of which will otherwise consume undue time. The rules of privilege shall be observed.

ii. The parties may present arguments through documents and statements.

iii. If the punitive action being appealed is a written reprimand, the parties will not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of written material and statements, the involved parties may submit closing arguments orally or in writing for consideration by the hearing officer.

v. Representation: The firefighter may be represented by an association representative or attorney of their choice.

d. Decision:

After the hearing, a decision will be submitted in writing within five (5) calendar days. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as their attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.5.

e. Decision to impose Discipline:

If, after the hearing, a decision is rendered which imposes discipline, pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

D. Examples of Misconduct

The examples of misconduct described in Civil Service Rules, Section 802 are a representative but non-exhaustive list of conduct that could result in disciplinary action.

E. Application of Firefighters Procedural Bill or Rights Act

For employees subject to the Firefighters Procedural Bill of Rights Act (Government Code sections 3250, et. seq., the "FBOR"), the City shall apply the protections afforded by the FBOR whether or not the events and circumstances involve the performance of official duties (except that the rights afforded by Government Code section 3253(e) shall apply only when the events or circumstances involve the performance of official duties). Expansion of FBOR rights in this section shall not grant any right to FBOR statutory remedies to employees when the FBOR was applied to events and circumstances that do not involve performance of official duties.

City of National City
Firefighters Association Salary Schedule
Effective July 8, 2025

Range	Description	Step	40-Hr Week	Biweekly	Monthly	Annual	28/dy Pay Period	192 Shift	216 Shift	240 Shift	Hourly = Annual/ 2912
F121	Firefighter	Step A	39.42	3,153.56	6,832.71	81,992.56	6,307.12	32.85	29.20	26.28	**28.16**
		Step B	41.39	3,311.24	7,174.35	86,092.19	6,622.48	34.49	30.66	27.59	**29.56**
		Step C	43.46	3,476.80	7,533.07	90,396.80	6,953.60	36.22	32.19	28.97	**31.04**
		Step D	45.63	3,650.64	7,909.72	94,916.64	7,301.28	38.03	33.80	30.42	**32.60**
		Step E	47.91	3,833.17	8,305.21	99,662.47	7,666.34	39.93	35.49	31.94	**34.22**
		Step F	50.31	4,024.83	8,720.47	104,645.60	8,049.66	41.93	37.27	33.54	**35.94**
F130	Fire Engineer	Step A	46.30	3,704.28	8,025.95	96,311.35	7,408.57	38.59	34.30	30.87	**33.07**
		Step B	48.62	3,889.50	8,427.24	101,126.92	7,778.99	40.52	36.01	32.41	**34.73**
		Step C	51.05	4,083.97	8,848.61	106,183.27	8,167.94	42.54	37.81	34.03	**36.46**
		Step D	53.60	4,288.17	9,291.04	111,492.43	8,576.34	44.67	39.71	35.73	**38.29**
		Step E	56.28	4,502.58	9,755.59	117,067.05	9,005.16	46.90	41.69	37.52	**40.20**
		Step F	59.10	4,727.71	10,243.37	122,920.41	9,455.42	49.25	43.78	39.40	**42.21**
F140	FIRE CAPTAIN	Step A	53.43	4,274.40	9,261.19	111,134.32	8,548.79	44.52	39.58	35.62	**38.16**
		Step B	56.10	4,488.12	9,724.25	116,691.03	8,976.23	46.75	41.56	37.40	**40.07**
		Step C	58.91	4,712.52	10,210.47	122,525.59	9,425.05	49.09	43.63	39.27	**42.08**
		Step D	61.85	4,948.15	10,720.99	128,651.86	9,896.30	51.54	45.82	41.23	**44.18**
		Step E	64.94	5,195.56	11,257.04	135,084.46	10,391.11	54.12	48.11	43.30	**46.39**
		Step F	68.19	5,455.33	11,819.89	141,838.68	10,910.67	56.83	50.51	45.46	**48.71**
F140	Deputy Fire Marshal	Step A	53.43	4,274.40	9,261.19	111,134.32	8,548.79	44.52	39.58	35.62	**38.16**
		Step B	56.10	4,488.12	9,724.25	116,691.03	8,976.23	46.75	41.56	37.40	**40.07**
		Step C	58.91	4,712.52	10,210.47	122,525.59	9,425.05	49.09	43.63	39.27	**42.08**
		Step D	61.85	4,948.15	10,720.99	128,651.86	9,896.30	51.54	45.82	41.23	**44.18**
		Step E	64.94	5,195.56	11,257.04	135,084.46	10,391.11	54.12	48.11	43.30	**46.39**
		Step F	68.19	5,455.33	11,819.89	141,838.68	10,910.67	56.83	50.51	45.46	**48.71**
F150	Fire Battallion Chief	Step A	66.14	5,291.49	11,464.90	137,578.81	10,582.99	55.12	49.00	44.10	**47.25**
		Step B	69.45	5,556.07	12,038.15	144,457.75	11,112.13	57.88	51.45	46.30	**49.61**
		Step C	72.92	5,833.87	12,640.05	151,680.64	11,667.74	60.77	54.02	48.62	**52.09**
		Step D	76.57	6,125.56	13,272.06	159,264.67	12,251.13	63.81	56.72	51.05	**54.69**
		Step E	80.40	6,431.84	13,935.66	167,227.91	12,863.69	67.00	59.55	53.60	**57.43**
		Step F	84.42	6,753.43	14,632.44	175,589.30	13,506.87	70.35	62.53	56.28	**60.30**

City of National City
Firefighters Association Salary Schedule
Effective July 7, 2026

Range	Description	Step	40-Hr Week	Biweekly	Monthly	Annual	28/dy Pay Period	192 Shift	216 Shift	240 Shift	Hourly = Annual/ 2912
F121	Firefighter	Step A	41.39	3,311.24	7,174.35	86,092.19	6,622.48	34.49	30.66	27.59	**29.56**
		Step B	43.46	3,476.80	7,533.07	90,396.80	6,953.60	36.22	32.19	28.97	**31.04**
		Step C	45.63	3,650.64	7,909.72	94,916.64	7,301.28	38.03	33.80	30.42	**32.60**
		Step D	47.91	3,833.17	8,305.21	99,662.47	7,666.34	39.93	35.49	31.94	**34.22**
		Step E	50.31	4,024.83	8,720.47	104,645.60	8,049.66	41.93	37.27	33.54	**35.94**
		Step F	52.83	4,226.07	9,156.49	109,877.88	8,452.14	44.02	39.13	35.22	**37.73**
F130	Fire Engineer	Step A	48.62	3,889.50	8,427.24	101,126.92	7,778.99	40.52	36.01	32.41	**34.73**
		Step B	51.05	4,083.97	8,848.61	106,183.27	8,167.94	42.54	37.81	34.03	**36.46**
		Step C	53.60	4,288.17	9,291.04	111,492.43	8,576.34	44.67	39.71	35.73	**38.29**
		Step D	56.28	4,502.58	9,755.59	117,067.05	9,005.16	46.90	41.69	37.52	**40.20**
		Step E	59.10	4,727.71	10,243.37	122,920.41	9,455.42	49.25	43.78	39.40	**42.21**
		Step F	62.05	4,964.09	10,755.54	129,066.43	9,928.19	51.71	45.96	41.37	**44.32**
F140	FIRE CAPTAIN	Step A	56.10	4,488.12	9,724.25	116,691.03	8,976.23	46.75	41.56	37.40	**40.07**
		Step B	58.91	4,712.52	10,210.47	122,525.59	9,425.05	49.09	43.63	39.27	**42.08**
		Step C	61.85	4,948.15	10,720.99	128,651.86	9,896.30	51.54	45.82	41.23	**44.18**
		Step D	64.94	5,195.56	11,257.04	135,084.46	10,391.11	54.12	48.11	43.30	**46.39**
		Step E	68.19	5,455.33	11,819.89	141,838.68	10,910.67	56.83	50.51	45.46	**48.71**
		Step F	71.60	5,728.10	12,410.88	148,930.62	11,456.20	59.67	53.04	47.73	**51.14**
F140	Deputy Fire Marshal	Step A	56.10	4,488.12	9,724.25	116,691.03	8,976.23	46.75	41.56	37.40	**40.07**
		Step B	58.91	4,712.52	10,210.47	122,525.59	9,425.05	49.09	43.63	39.27	**42.08**
		Step C	61.85	4,948.15	10,720.99	128,651.86	9,896.30	51.54	45.82	41.23	**44.18**
		Step D	64.94	5,195.56	11,257.04	135,084.46	10,391.11	54.12	48.11	43.30	**46.39**
		Step E	68.19	5,455.33	11,819.89	141,838.68	10,910.67	56.83	50.51	45.46	**48.71**
		Step F	71.60	5,728.10	12,410.88	148,930.62	11,456.20	59.67	53.04	47.73	**51.14**
F150	Fire Battallion Chief	Step A	69.45	5,556.07	12,038.15	144,457.75	11,112.13	57.88	51.45	46.30	**49.61**
		Step B	72.92	5,833.87	12,640.05	151,680.64	11,667.74	60.77	54.02	48.62	**52.09**
		Step C	76.57	6,125.56	13,272.06	159,264.67	12,251.13	63.81	56.72	51.05	**54.69**
		Step D	80.40	6,431.84	13,935.66	167,227.91	12,863.69	67.00	59.55	53.60	**57.43**
		Step E	84.42	6,753.43	14,632.44	175,589.30	13,506.87	70.35	62.53	56.28	**60.30**
		Step F	88.64	7,091.11	15,364.06	184,368.77	14,182.21	73.87	65.66	59.09	**63.31**

5% Salary Increase

City of National City
Firefighters Association Salary Schedule
Effective July 6, 2027

Range	Description	Step	40-Hr Week	Biweekly	Monthly	Annual	28/dy Pay Period	192 Shift	216 Shift	240 Shift	Hourly = Annual/ 2912
F121	Firefighter	Step A	43.46	3,476.80	7,533.07	90,396.80	6,953.60	36.22	32.19	28.97	**31.04**
		Step B	45.63	3,650.64	7,909.72	94,916.64	7,301.28	38.03	33.80	30.42	**32.60**
		Step C	47.91	3,833.17	8,305.21	99,662.47	7,666.34	39.93	35.49	31.94	**34.22**
		Step D	50.31	4,024.83	8,720.47	104,645.60	8,049.66	41.93	37.27	33.54	**35.94**
		Step E	52.83	4,226.07	9,156.49	109,877.88	8,452.14	44.02	39.13	35.22	**37.73**
		Step F	55.47	4,437.38	9,614.31	115,371.77	8,874.75	46.22	41.09	36.98	**39.62**
F130	Fire Engineer	Step A	51.05	4,083.97	8,848.61	106,183.27	8,167.94	42.54	37.81	34.03	**36.46**
		Step B	53.60	4,288.17	9,291.04	111,492.43	8,576.34	44.67	39.71	35.73	**38.29**
		Step C	56.28	4,502.58	9,755.59	117,067.05	9,005.16	46.90	41.69	37.52	**40.20**
		Step D	59.10	4,727.71	10,243.37	122,920.41	9,455.42	49.25	43.78	39.40	**42.21**
		Step E	62.05	4,964.09	10,755.54	129,066.43	9,928.19	51.71	45.96	41.37	**44.32**
		Step F	65.15	5,212.30	11,293.31	135,519.75	10,424.60	54.29	48.26	43.44	**46.54**
F140	FIRE CAPTAIN	Step A	58.91	4,712.52	10,210.47	122,525.59	9,425.05	49.09	43.63	39.27	**42.08**
		Step B	61.85	4,948.15	10,720.99	128,651.86	9,896.30	51.54	45.82	41.23	**44.18**
		Step C	64.94	5,195.56	11,257.04	135,084.46	10,391.11	54.12	48.11	43.30	**46.39**
		Step D	68.19	5,455.33	11,819.89	141,838.68	10,910.67	56.83	50.51	45.46	**48.71**
		Step E	71.60	5,728.10	12,410.88	148,930.62	11,456.20	59.67	53.04	47.73	**51.14**
		Step F	75.18	6,014.51	13,031.43	156,377.15	12,029.01	62.65	55.69	50.12	**53.70**
F140	Deputy Fire Marshal	Step A	58.91	4,712.52	10,210.47	122,525.59	9,425.05	49.09	43.63	39.27	**42.08**
		Step B	61.85	4,948.15	10,720.99	128,651.86	9,896.30	51.54	45.82	41.23	**44.18**
		Step C	64.94	5,195.56	11,257.04	135,084.46	10,391.11	54.12	48.11	43.30	**46.39**
		Step D	68.19	5,455.33	11,819.89	141,838.68	10,910.67	56.83	50.51	45.46	**48.71**
		Step E	71.60	5,728.10	12,410.88	148,930.62	11,456.20	59.67	53.04	47.73	**51.14**
		Step F	75.18	6,014.51	13,031.43	156,377.15	12,029.01	62.65	55.69	50.12	**53.70**
F150	Fire Battallion Chief	Step A	72.92	5,833.87	12,640.05	151,680.64	11,667.74	60.77	54.02	48.62	**52.09**
		Step B	76.57	6,125.56	13,272.06	159,264.67	12,251.13	63.81	56.72	51.05	**54.69**
		Step C	80.40	6,431.84	13,935.66	167,227.91	12,863.69	67.00	59.55	53.60	**57.43**
		Step D	84.42	6,753.43	14,632.44	175,589.30	13,506.87	70.35	62.53	56.28	**60.30**
		Step E	88.64	7,091.11	15,364.06	184,368.77	14,182.21	73.87	65.66	59.09	**63.31**
		Step F	93.07	7,445.66	16,132.27	193,587.21	14,891.32	77.56	68.94	62.05	**66.48**

5% Salary Increase

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 2, 2025
Approved by: Scott W. Huth, Interim City Manager

SUBJECT:
City Council Discussion and Direction Regarding Revisions to City Council Policy No. 105: Request by Member of City Council to Place an Item on a City Council Agenda

RECOMMENDATION:
Discuss and Provide Direction to Staff Regarding Revisions to the City Council Policy No. 105.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing items without proper notice does not provide the public, staff, or fellow City Councilmembers sufficient time to review the subject matter, prepare a response for discussion, or provide direction.

This policy is intended to establish a clear and effective process for City Councilmembers to place items on the City Council Agenda for consideration.

Councilmember Molina submitted a request to review City Council Policy No. 105: Request by Member of City Council to Place an Item on a City Council Agenda at the Regular City Council meeting of April 1, 2025.

The current policy does not outline requirements for submitting requests or addressing resource considerations.

Suggested revisions to Policy No. 105, as discussed at the April 1 meeting, are as follows (*italicized text indicates additions*). Additional grammatical and formatting improvements are also recommended:

POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.

2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist the City Manager in the agenda planning process:

a. A single page Council *Agenda* Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter. No additional material other than the single page request may be submitted to be agendized at the initial City Council Meeting in which the matter will be heard.

b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the single page request, should be placed on the open or closed session of the City Council Agenda.

c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The single page request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.

e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:

    i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or

    ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.

f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.

g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

3. *Requirements for Agenda Item Request Submission*

    a. *All Policy 105 agenda item requests must include a Justification Statement and an Impact Statement. Co-Sponsorship is optional.*
    b. *Urgent items must identify significant consequences of inaction (financial, legal, safety).*

4. *Resource Consideration*
    a. *The City Manager and Mayor shall review alignment with the City's Strategic Plan.*
    b. *Significant projects must include cost-benefit and staff time analysis.*
    c. *Each Councilmember may have no more than two active agenda items at a time.*
5. *Evaluation of Agenda Item Requests*
    a. *Evaluation is performed by the City Manager.*
    b. *Fully-formed agenda items may be placed on the consent calendar or moved directly to discussion.*
    c. *Evaluation of merits may occur through quarterly meetings, an evaluation committee, or limited discussion.*
6. *Exemptions*
    a. *Minor agenda items, such as small code amendments, are exempt from Impact Statement and Resource Consideration.*

Additional changes are being suggested for the "City Council Agenda Item Request Form" see redlined version attached as Exhibit B.

FINANCIAL STATEMENT:
Not Applicable.

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – Policy 105 Request SUBMITTED BY Councilmember Molina April 1 2025
Exhibit B – Policy 105 - Redline

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 5, 2021

PURPOSE

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.

2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist in the City Manager in the agenda planning process:

    a. A single page Council Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter. No additional material other than the single page request may be submitted to be agendized at the initial City Council Meeting in which the matter will be heard.

    b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the single page request, should be placed on the open or closed session of the City Council Agenda.

    c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The single page request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 5, 2021

d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.

e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:

   i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or

   ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.

f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.

g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

Related Policy References
National City Municipal Code, Chapter 2.04
Ralph M. Brown Act

Prior Policy Amendments
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
March 21, 2017 (Resolution No. 2017-37)
October 5, 2021 (Resolution No. 2021-148)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 5, 2021

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: _____

Today's Date: _____

Is this matter considered Time-Sensitive by another entity deadline? _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

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CITY COUNCIL POLICY
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PURPOSE

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.

2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist in the City Manager in the agenda planning process:

    a. A single page Council Agenda Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter. No additional material other than the single page request may be submitted to be agendized at the initial City Council Meeting in which the matter will be heard.

    b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the single page request, should be placed on the open or closed session of the City Council Agenda.

    c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The single page request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.

e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:

   i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or

   ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.

f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.

g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

3. Requirements for Agenda Item Request Submission

a. All Policy 105 agenda item requests must include a Justification Statement and an Impact Statement. Co-Sponsorship is optional.
b. Urgent items must identify significant consequences of inaction (financial, legal, safety).

4. Resource Consideration

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a. The City Manager and Mayor shall review alignment with the City's Strategic Plan.
b. Significant projects must include cost-benefit and staff time analysis.
c. Each Councilmember may have no more than two active agenda items at a time.

5. Evaluation of Agenda Item Requests
   a. Evaluation is performed by the City Manager.
   b. Fully-formed agenda items may be placed on the consent calendar or moved directly to discussion.
   c. Evaluation of merits may occur through quarterly meetings, an evaluation committee, or limited discussion.
6. Exemptions
   a. Minor agenda items, such as small code amendments, are exempt from Impact Statement and Resource Consideration.

Related Policy References
National City Municipal Code, Chapter 2.04
Ralph M. Brown Act

Prior Policy Amendments
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
March 21, 2017 (Resolution No. 2017-37)
October 5, 2021 (Resolution No. 2021-148)

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CITY COUNCIL AGENDA ITEM REQUEST FORM

The City Council Agenda 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:~~ _____

~~Today's Date:~~ _____

~~Is this matter considered Time-Sensitive by another entity deadline?~~ _____

~~WRITTEN REQUEST~~

~~I, _____, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.~~

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Requestor(s): _____ Date Submitted: _____

Co-Sponsor (Mayor or Councilmember): _____

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Section 1. Proposal Title

Section 2. Justification Statement

☐ What is the need/problem to be addressed?

☐ Who is proposed to do the work? (City staff/department, consultant, etc.)

☐ Why is the timing appropriate now?

Section 3. Impact Statement

☐ Estimated staff time (by department, if applicable)

☐ Expected costs or budget implications (consultant fees, legal review, etc.)

☐ Related/ongoing projects that may be affected

Section 4. Urgency

☐ Not urgent

☐ Urgent – If urgent, check all that apply and explain:

- ☐ Potential financial loss
- ☐ Legal implications
- ☐ Public safety risks

Section 5. Strategic Alignment

☐ Explain how this proposal aligns with the City's Strategic Plan or Council priorities

Section 6. Proposal Type

☐ Significant project (requires staff analysis, legal opinion, or financial evaluation)

☐ Minor amendment/operational adjustment (exempt from full analysis)

Section 7. Certification

I certify that this request complies with the requirements of City Council Policy No. 105.

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Signature of Requestor: _____ Date: _____

Signature of Co-Sponsor: _____ Date: _____