AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor
Luz Molina, Vice-Mayor - District 1
Jose Rodriguez, Councilmember -District 2
Ditas Yamane, Councilmember – District 3
Marcus Bush, Councilmember– District 4

Alejandro Hernandez, Acting City Manager
Heidi Skinner, Interim 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, 2025

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $500 within the past year (effective Jan 1, 2025). 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. clerk@nationalcityca.gov

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

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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.

State of California)
)ss.
County of San Diego)

AFFIDAVIT OF POSTING

I, Shelley Chapel, MMC, City Clerk of the City of National City, hereby declare under penalty of perjury that this notice of a Regular Meeting was called by the City Council of the City of National City was posted and provided on Thursday, March 12, 2026, at 6:00 p.m. Said meeting to be held Tuesday, March 17, 2026, at 6:00 p.m. in the City Hall, City Council Chambers, 1243 National City Blvd., in the City of National City, California. Said notice was posted on the Bulletin Boards in front of City Hall and the Library.

Shelley Chapel

Shelley Chapel, MMC, City Clerk

AGENDA

Consolidated Regular Meeting

Tuesday, March 17, 2026, 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 Proclamation - Women's History Month — 6

   Honoring America Donatto, Ana R. Melgoza, Catherine "Cat" Arambula, Christine Moore, Christine Perri, Clarissa Reyes Falcon, Dr. Guadalupe Rodriguez Corona, Dr. Zaihly Azar, Fanny Miller, Janice Martineli, Jennifer Bustamante, Jenny Ng, JoAnn Fields, Katty Ibarra-Garcia, Liz Ramirez, Maria Carriedo Ceniceros, MD, Melyn Acasio, Michelle Diaz Agha, Norma Bello, Sandy Naranjo, Sarah Morga, Sofia Salgado Robitaille, Ugochi Iwuaba, Veronica Dela Rosa, M.B.A.

   6.2 Proclamation - Sweetwater High School Mock Trial Team — 7

   6.3 Proclamation - Honoring the Sweetwater High School Girls Wrestling Team — 8

   6.4 Employee of the Quarter - Blanca Rincon — 9

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. INTERVIEWS AND APPOINTMENTS

8.1 Appointments: City Boards, Commissions, and Committees – City Council Interview and Appointment for the Planning Commission and the Housing Advisory Committee. 11

Recommendation:
City Council to Conduct Interviews and Appoint.

8.2 Appointments: City Boards, Commissions, and Committees – Mayoral Appointments to the Board of Library Trustees; Community & Police Relations Commission; and, Parks, Recreation & Senior Citizens Advisory Committee. 48

Recommendation:
Mayoral Appointment with the City Councilmembers' Confirmation.

9. CONSENT CALENDAR

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

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

9.2 Approval of the City Council Meeting Minutes. 103

Recommendation:
Approve and file.

9.3 Approval of an Amendment to the Agreement with Civica Law Group, APC, for Legal Services in Connection with a Specific Code Enforcement Litigation by Increasing the Not-to-Exceed Amount by $425,000, for a New Total Not-to-Exceed Amount of $ 500,000. 119

Recommendation:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing an Amendment to the Agreement between the City of National City and Civica Law Group, APC, for Legal Services in the Specialized Area of Code Enforcement by Increasing the Not-to-Exceed Amount by $425,000, for a New Total Not-to-Exceed Amount of $500,000."

9.4 California State Library Lunch at the Library Grant Funds Acceptance 133

Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Accept the California State Library Grant in the Amount of $6,428 to Fund the National City Public Library’s Lunch at the Library Program for Summer 2026, and Authorizing the Establishment of a Library Grants Fund Appropriation and Corresponding Revenue Budget in the Amount of $6,428.”

9.5 Citywide Sharp Multi-Function Device Lifecycle Replacement 138

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 the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement #188627 through the State of California Participating Addendum #7-24-70-46-07 with Sharp Business Systems, a Division of Sharp Electronics Corporation, for the Lease and Maintenance of Twenty-four Multi-Function Devices; and 2) Authorizing the City Manager to Execute All Documents Related to the Lease and Maintenance of the Sharp Multi-function Devices.”

9.6 First Amendment to the Agreement with Circuit Transit Inc. for operations of the FRANC Electric Vehicle On-Demand Shuttle Service 233

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Circuit Transit Inc. to Modify the Scope of Services and Extend the Term of the Agreement to September 3, 2027.”

9.7 2024 and 2025 General Plan Annual Progress Reports 243

Recommendation:
Accept and file the reports.

9.8 2025 Housing Element Annual Progress Report 266

Recommendation:
Accept and file the 2025 Housing Element Annual Progress Report Pursuant to California Code Section 65400 to the California Department of Housing and Community Development (“HCD”) and Office of Planning and Research (“OPR”).

9.9 Installation of “2-Hour” Parking on the East Side of “I” Avenue, Adjacent to Crisostomo Dental Located at 905 E. 8th Street to Increase Parking Turnover for Customers.” 304

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of 70 feet of Parallel “2-hour” Parking on the East Side of “I” Avenue Adjacent to Crisostomo Dental Located at 905 E. 8th Street to Increase Parking Turnover for Customers.”

9.10 Project Close-Out and Notice of Completion for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09. 314

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Dick Miller, Inc. for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09; 2) Ratifying Change Order Work in the Amount of $1,132,922.28; 3) Approving the Final Contract Amount of $4,229,896.61; 4) Ratifying the Release of Retention in the Amount of $211,494.83; and 5) Authorizing the Mayor to Sign the Notice of Completion.”

9.11 Project Close-Out and Notice of Completion for the Kimball Park Ballfield Lighting Improvements, CIP No. 24-10. 327

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Huntington Beach Electric Inc. for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10; 2) Approving the Final Contract Amount of $246,613.53; 3) Ratifying the Release of Retention in the Amount of $12,330.68; and 4) Authorizing the Mayor to Sign the Notice of Completion.

9.12 Temporary Use Permit – 7th Annual End of Summer Car Show and Cruise Hosted by Plaques for Warriors at Kimball Park on Saturday, September 5, 2026, from 10:00 a.m. to 5:00 p.m. with No Waiver of Fees 337

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

9.13 Warrant Register No. 31 for the Period of 1/23/26 through 1/29/26 in the Amount of $2,965,337.79 360

Recommendation:
Ratify Warrants Totaling $2,965,337.79.

9.14 Warrant Register No. 32 for the Period of 1/30/26 through 2/5/26 in the Amount of $2,925,883.20 368

Recommendation:
Ratify Warrants Totaling $2,925,883.20.

10. PUBLIC HEARING

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

10.1 Public Hearing No. 1 of 2 for the 2026-2027 HUD CDBG and HOME Annual Action Plan. 379

Recommendation:
Conduct the Public Hearing and Receive Public Comments on the Upcoming FY2026-2027 HUD Annual Action Plan

10.2 Consideration of a Determination Categorically Exempt from (CEQA) Under Class 3 of the CEQA Guidelines Section 15303 and Conditional Use Permit for Beer and Wine Sales at a New Restaurant to be Located at 21 West 7th Street. 384

Recommendation:
Adopt the Resolution Entitled: “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 3 of the CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) and Approving a Conditional Use Permit for Beer and Wine Sales (ABC Type-41) at a New Restaurant to be Located at 21 West 7th Street.”

11. STAFF REPORTS

11.1 Presentation - Public Provider Ground Emergency Medical Transport Program 427

Recommendation:
Receive the Presentation Regarding the Progress toward Building a Public Provider Ground Emergency Medical Transport Program as a Permanent Emergency Service Delivery Model for the National City Fire Department.

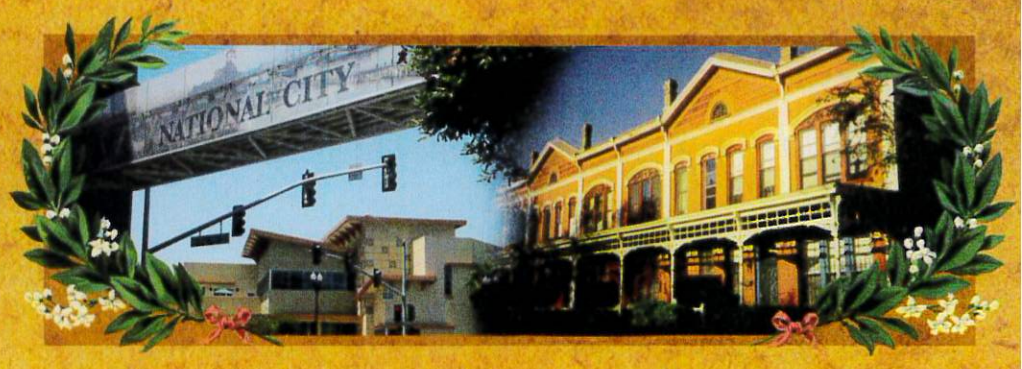
12. CITY MANAGER’S REPORT

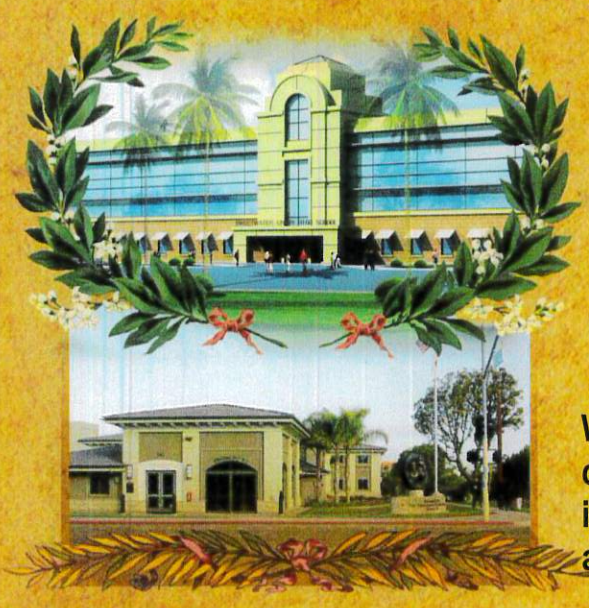
13. ELECTED OFFICIALS REPORT

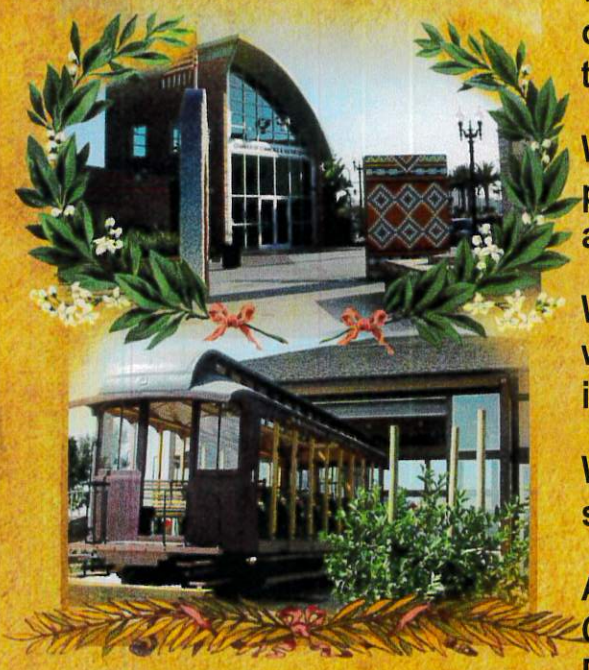
14. CITY ATTORNEY REPORT

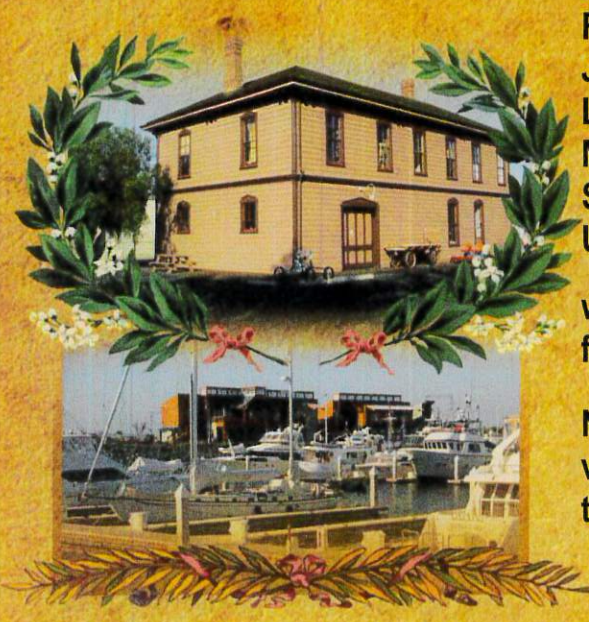
15. ADJOURNMENT











Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, each year in March, Women's History Month provides an opportunity to celebrate and honor the countless women and girls whose courage, leadership, innovation, and determination have shaped our Nation, strengthened our communities, and advanced the cause of equality; and

WHEREAS, throughout history, women of every race, culture, and background have overcome barriers of discrimination and inequality to expand opportunities not only for themselves, but for future generations; and

WHEREAS, women have been leaders in movements for suffrage, civil rights, labor protections, education, public service, business, science, the arts, and community advocacy working tirelessly to build a more just and inclusive society; and

WHEREAS, the City of National City proudly recognizes the extraordinary contributions of women within our own community who dedicate their time, talent, and leadership to improving the lives of others; and

WHEREAS, this year, we especially honor the following women for their outstanding service and positive impact in National City:

America Donatto	Ana R. Melgoza	Catherine "Cat" Arambula
Christine Moore	Christine Perri	Clarissa Reyes Falcon
Dr. Guadalupe Rodriguez Corona		Dr. Zaihly Azar
Fanny Miller	Janice Martineli	Jennifer Bustamante
Jenny Ng	JoAnn Fields	Katty Ibarra-Garcia
Liz Ramirez	Maria Carriedo Ceniceros, MD	
Melyn Acasio	Michelle Diaz Agha	Norma Bello
Sandy Naranjo	Sarah Morga	Sofia Salgado Robitaille
Ugochi Iwuaba	Veronica Dela Rosa, M.B.A	

whose leadership, compassion, and commitment continue to inspire progress, strengthen families, and enrich the civic life of our community;

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim March 2026 as:

WOMEN'S HISTORY MONTH

in the City of National City, and encourage all residents to recognize, celebrate, and support the invaluable contributions of women past, present, and future who help shape our city, our state, and our Nation.

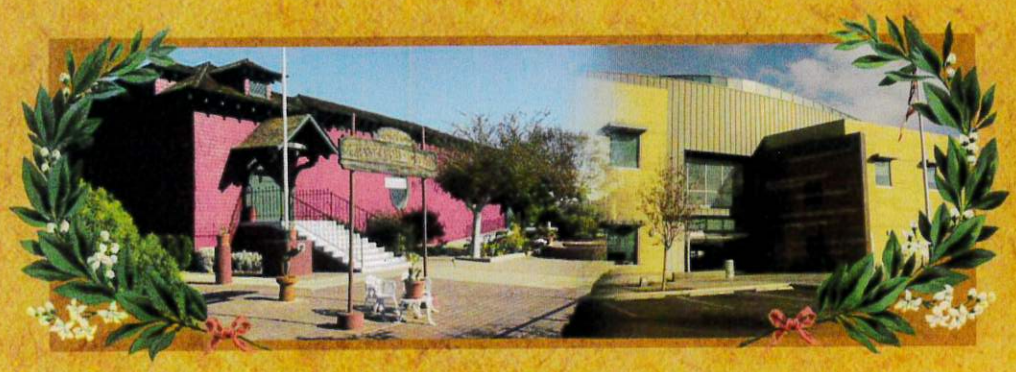
Ron Morrison
MAYOR

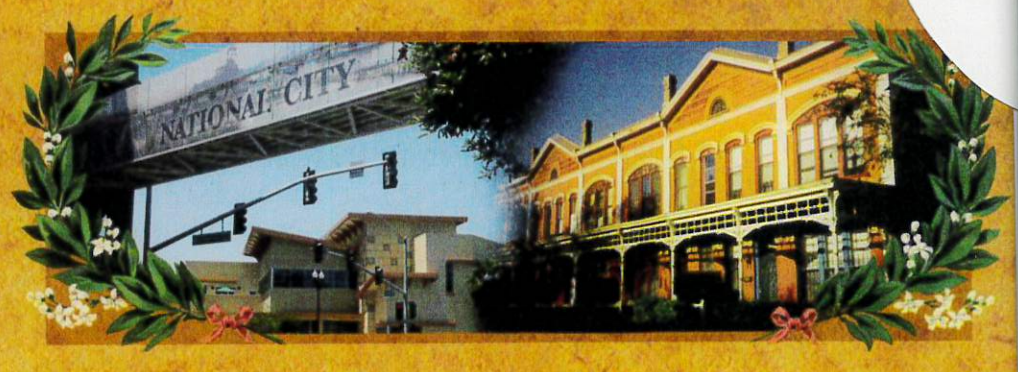
Luz Molina
Vice-Mayor

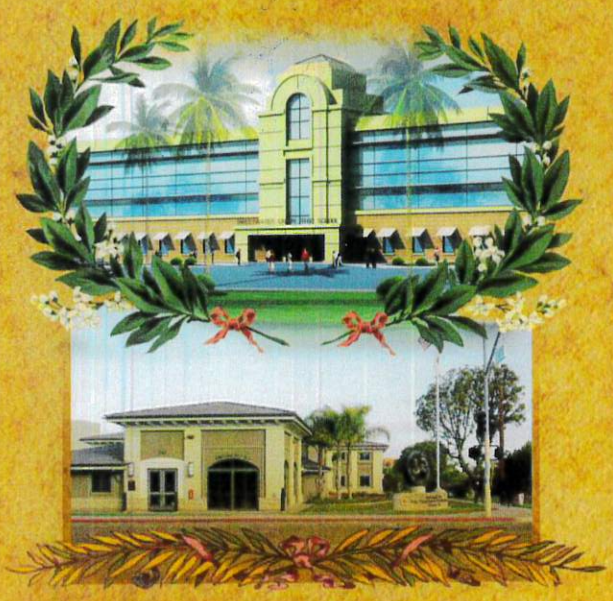
Marcus Bush
Councilmember

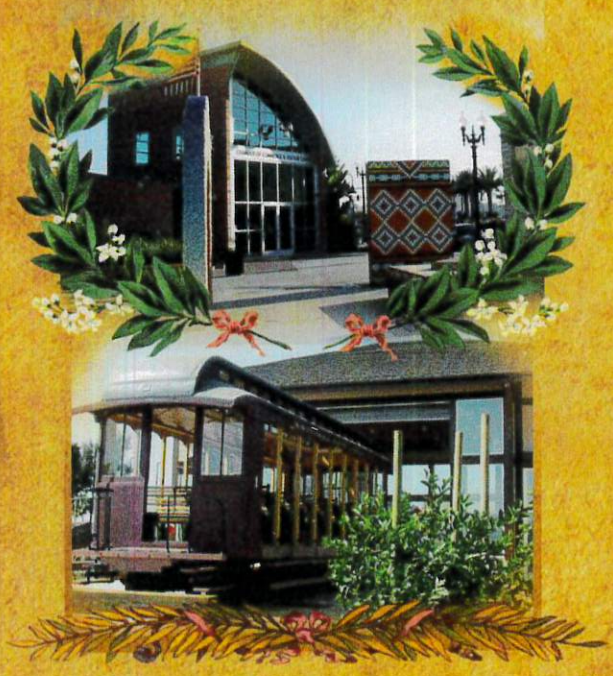
Jose Rodriguez
Councilmember

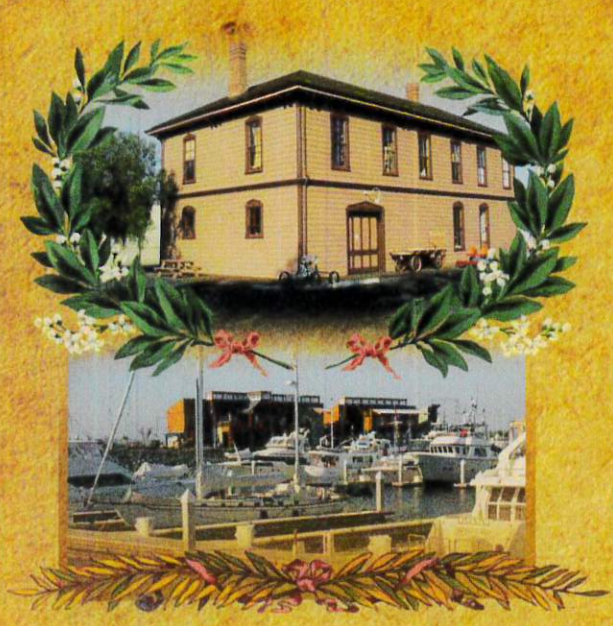
Ditas Yamane
Councilmember











Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, mock trial is a rigorous, performance-based academic competition in which high school students assume the roles of attorneys, witnesses, and court staff to analyze and present a hypothetical criminal case in a simulated courtroom setting; and

WHEREAS, the San Diego County High School Mock Trial Competition, established in 2006, brings together teams from across the region to compete in multiple rounds of trial advocacy at the San Diego Superior Court, with real state and federal judges presiding; and

WHEREAS, in 2026, approximately 850 students representing 40 high schools and 42 teams throughout San Diego County competed in this prestigious academic tournament; and

WHEREAS, the Sweetwater High School Mock Trial Team demonstrated exceptional dedication, resilience, analytical skill, and teamwork, winning all four preliminary rounds of competition and advancing to the semi-final round as one of the top four teams in the entire county; and

WHEREAS, this achievement is especially significant given the team's transition to new leadership, the loss of valued mentors, and the challenge of preparing a largely new group of students within a shortened competition timeline; and

WHEREAS, Sweetwater High School's advancement to the top four marks a historic accomplishment for South Bay schools, reflecting academic excellence, perseverance, and a commitment to higher education and civic engagement; and

WHEREAS, the success of the program is made possible through the dedication of its volunteer educators and attorney coaches, including Teacher Sponsor Janet Amezcua; Teacher Emeritus Robert Alcock III; and Attorney Coaches Corina Pandeli, Jerry Gonzales, Anthony Mournian, and Carlos Ruan, whose mentorship provides invaluable guidance and inspiration to students; and

WHEREAS, the Sweetwater High School Mock Trial Team has represented both Sweetwater High School and the City of National City with distinction, integrity, and pride;

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor, by virtue of the authority vested in me by the City of National City, do hereby, on behalf of the City Council, proclaim March 17, 2026 as:

SWEETWATER HIGH SCHOOL MOCK TRIAL TEAM

for their outstanding achievement in advancing to the semi-finals of the 2026 San Diego County High School Mock Trial Competition, and congratulate the students, teachers, and coaches for their remarkable accomplishment and dedication to academic excellence.

Ron Morrison
MAYOR

Luz Molina
Vice-Mayor

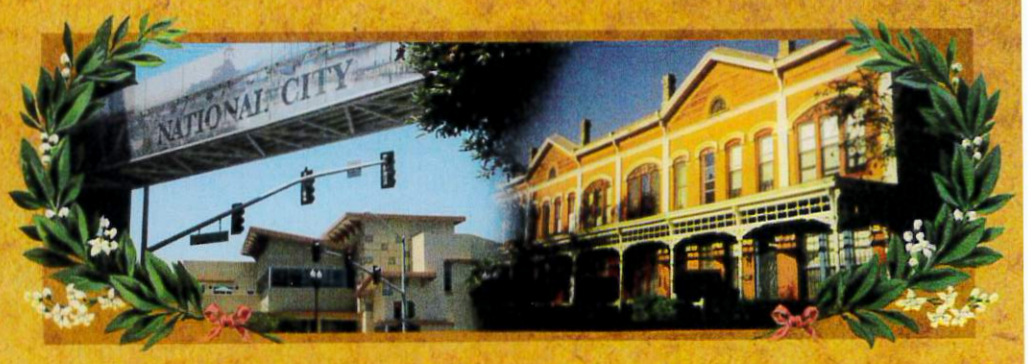
Marcus Bush
Councilmember

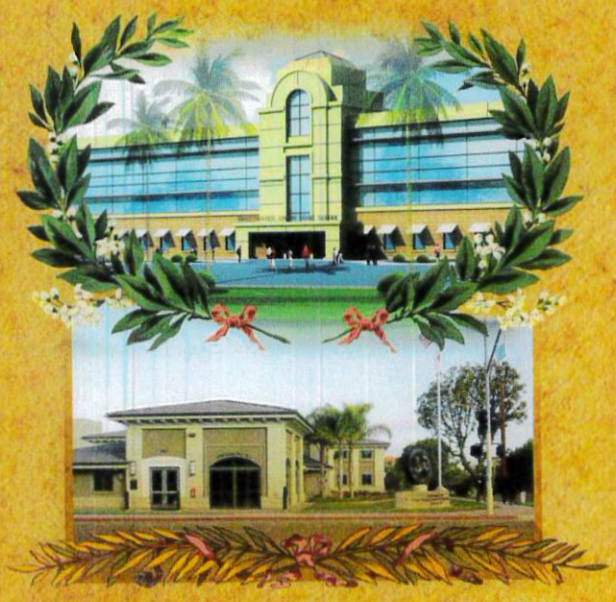
Jose Rodriguez
Councilmember

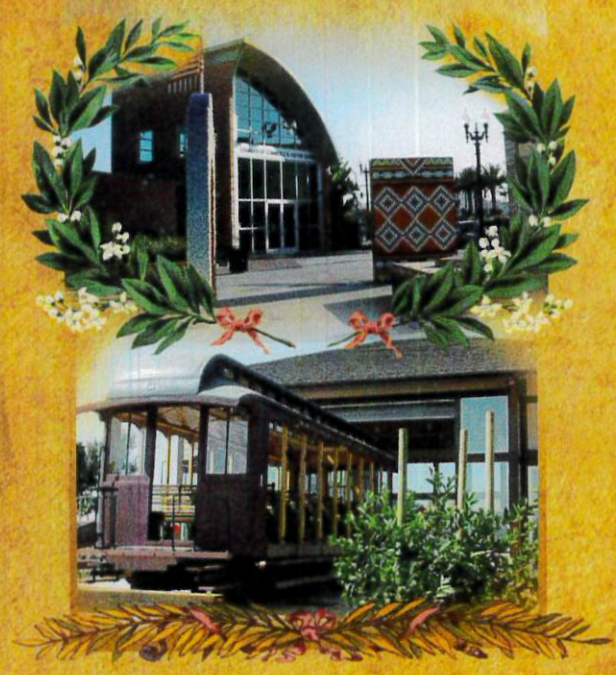
Ditas Yamane
Councilmember

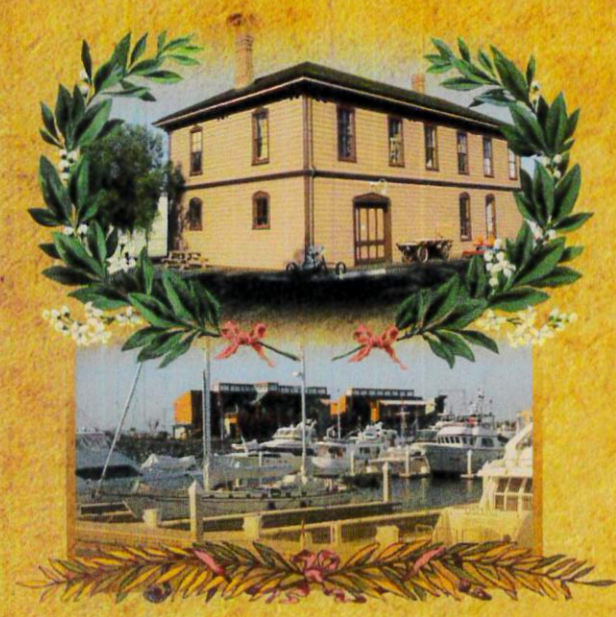
OFFICE OF THE MAYOR ★ OFFICIAL PROCLAMATION ★ RON MORRISON ★ NATIONAL CITY, CALIFORNIA











Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, the City of National City proudly recognizes the outstanding achievements of student-athletes whose dedication, teamwork, and perseverance inspire their school, community, and future generations; and

WHEREAS, the Sweetwater High School Girls Wrestling Team made history in 2026 as the inaugural South Bay League Champions for the Metropolitan Conference, completing a perfect 6-0 season by defeating Castle Park High School, Chula Vista High School, Mar Vista High School, Mater Dei Catholic, Southwest High School, and San Ysidro High School in thrilling dual competitions; and

WHEREAS, prior to this remarkable achievement, Sweetwater High School had not celebrated a championship in wrestling in 56 years, making this milestone a testament to the courage, skill, and determination of these athletes; and

WHEREAS, in November 2025, the team hosted the Girl on Fire Tournament, attracting 37 teams and 465 competitors from across California, setting a San Diego Section record for a season-opening tournament and earning recognition as one of the most prestigious competitions in the region; and

WHEREAS throughout the season, the team earned additional accolades, including a team trophy at the Queen of the Desert Tournament in Brawley, California, marking the first team trophy in school history for girls wrestling, while also contributing to the growth and success of the Boys Wrestling Team; and

WHEREAS, these athletes exemplify excellence through their commitment to each other, their sport, and the Sweetwater High School and National City communities, achieving individual honors as Metro Champions, CIF placers, Masters qualifiers, and First Team All-League wrestlers; and

WHEREAS, the leadership, perseverance, and teamwork demonstrated by the Sweetwater High School Girls Wrestling Team reflect the highest ideals of sportsmanship, dedication, and community pride, leaving a lasting legacy for future student-athletes;

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor, by virtue of the authority vested in me by the City of National City, do hereby, on behalf of the City Council, proclaim March 2026 as a month to:

Honor the
Sweetwater High School Girls Wrestling Team

for their historic championship season, extraordinary achievements, and enduring contributions to the pride and spirit of National City.

Ron Morrison
MAYOR

Luz Molina
Vice-Mayor

Marcus Bush
Councilmember

Jose Rodriguez
Councilmember

Ditas Yamane
Councilmember

CITY OF NATIONAL CITY
MEMORANDUM

DATE: February 23, 2026

TO: Alejandro Hernandez, Acting City Manager

FROM: Alicia Hicks, Human Resources Director [redacted]

SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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

The employee to be recognized for the 1st Quarter of calendar year 2026 is:

Blanca Rincon, Custodian

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, March 17, 2026, to be recognized for her achievement and service.

Attachment

cc: Blanca Rincon
Steve Manganiello, Director of PW/City Engineer
Shelley Chapel, City Clerk
Mayor's Executive Assistant
Human Resources – Office File

RECEIVED

FEB 16 2026

CITY OF NATIONAL CITY
HUMAN RESOURCES DEPARTMENT

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

Performance Recognition Award

Nomination Form

I nominate BLANCA RINCON

for the Performance Recognition Award for the following reasons:

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

The City Manager's Office is proud to nominate **BLANCA RINCON** for her outstanding dedication and exceptional work as a member of our custodial staff. Blanca has consistently gone above and beyond in carrying out her responsibilities, taking tremendous pride in maintaining a clean, welcoming, and professional environment at City Hall.

Her strong work ethic, attention to detail, and proactive approach have significantly enhanced the cleanliness and presentation of City facilities. Her efforts have not gone unnoticed and are greatly appreciated by staff, community members, and council members alike.

Blanca is consistently positive, respectful, and highly reliable. Although she never seeks recognition, she continually delivers exceptional service.

The entire staff of the City Manager's Office is honored to nominate **BLANCA RINCON** as **EMPLOYEE OF THE QUARTER** in recognition of her dedication and exemplary service.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: [redacted] & the City Manager's Office

Signature: [redacted] Date: 021626

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC
Meeting Date: Tuesday, March 17, 2026
Approved by: Alejandro Hernandez, Acting City Manager

SUBJECT:
Appointments: City Boards, Commissions, and Committees – City Council Interview and Appointment for the Planning Commission and the Housing Advisory Committee.

RECOMMENDATION:
City Council to Conduct Interviews and Appoint.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Two (2) vacancies for the Planning Commission and one (1) vacancy for the Housing Advisory Committee due to expiring terms, were noticed in the Star News and posted on the City website, City Hall Bulletin Boards, and City Social Media to advertise openings and the application acceptance period.

The Vacancy Notices were posted on February 5, 2026 with a filing deadline of February 26, 2026.

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 – Explanation for City Council Appointment
Exhibit B – Applications (Redacted)
Exhibit C – City Council Policy 107 – Amended January 20, 2026
Exhibit D – BCC Reference Chart

The City Clerk's Office began advertising and accepting applications for vacancies on the following Boards, Committees, and Commissions: Planning Commission; and, Housing Advisory Committee on February 5, 2026 with a deadline of February 26, 2026.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The vacancies presented are due to end of terms (March 2026).

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Planning Commission	(2) Two Seats – March 31, 2030	City Council	Yes	Jared Blackwell* Richard Martin Miller* Cynthia Fuller Quinonez** Randi Castle-Salgado** Sean Sampsell*
Housing Advisory Committee	(1) One Seat – March 31, 2030	City Council	Yes	Jared Blackwell*

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

The Planning Commission has two (2) seats available due to end of terms. Their meetings are held the First and Third Monday of every month at 6:00 p.m. in the Council Chamber at City Hall.

****

***One (1) applicant, Jared Blackwell,** submitted an application for consideration on the Planning Commission and the Housing Advisory Committee after the noticed deadline.

****

***One (1) applicant Richard Martin Miller** is currently a member of the Planning Commission, appointed on March 15, 2022 with a term that expires March 31, 2026. Attendance of meetings is shown below for reference. Their meetings are held the First and Third Monday of every month at 6:00 p.m. in the Council Chamber at City Hall.

During calendar year 2025, the Commission scheduled 18 meetings; 10 meetings were cancelled due to a lack of agenda items.

Attendance	Calendar year 2025
Attended	7
Absent	1
Cancelled	10

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Commissioner Miller has completed all required training and filing requirements.

****

***One (1) applicant Cynthia Fuller Quinonez** is currently a member of the Traffic Safety Committee, appointed on September 20, 2022 with a term that expires September 30, 2028. Committee Member Quinonez is seeking appointment to the Planning Commission. Attendance of meetings is shown below for reference. Traffic Safety Committee meetings are held the Second Wednesday of every month at 1:00 p.m. in the Large Conference Room in City Hall.

During calendar year 2025, the Committee scheduled 17 meetings; five (5) meetings were cancelled due to a lack of agenda items.

Attendance	Calendar year 2025
Attended	12
Absent	0
Cancelled	5

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Committee Member Quinonez has completed all required training and filing requirements.

****

***One (1) applicant Randi Castle-Salgado** is currently a member of the Planning Commission, appointed on March 15, 2022 with a term that expires March 31, 2026. Attendance of meetings is shown below for reference. Their meetings are held the First and Third Monday of every month at 6:00 p.m. in the Council Chamber at City Hall.

During calendar year 2025, the Commission scheduled 18 meetings; 10 meetings were cancelled due to a lack of agenda items.

Attendance	Calendar year 2025
Attended	8
Absent	0
Cancelled	10

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Commissioner Castle-Salgado has completed all required training and filing requirements.

***One (1) applicant Sean Sampsell** is currently a member of the Civil Service Commission, appointed on April 18, 2023 with a term that expires September 30, 2027. Commissioner Sampsell is seeking appointment to the Planning Commission. Attendance of meetings is shown below for reference. Their meetings are held the second Wednesday of every other month at 5:30 p.m. in the Large Conference Room at City Hall.

****Application was received after the noticed deadline.***

During calendar year 2025, the Commission scheduled eight (8) meetings; three (3) were cancelled due to a lack of agenda items.

Attendance	Calendar year 2025
Attended	3
Absent	2
Cancelled	3

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Commissioner Sampsell has completed all required training and filing requirements.
****

Appointment:

Per City Council Policy #107 (D)(9):

1. 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.

Per City Council Policy #107 (D)(14)(3) Attendance:
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.

Per City Council Policy #107 (D)(14) 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. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training

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, and training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 01 Apr 2026 - 31 Mar 2030
Positions Available 1

Number of applicants in this package 1

- Blackwell, Jared

Name: Blackwell, Jared

Address: [redacted] National City, CA, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

District 3.

Term of Residency?:

January 2026 - Present.

Present Employer?:

U.S. Air Force Reserves, March Air Reserve Base, CA 5/2020 – Present

Occupation:

Air Transportation Specialist

Honors

Armed Forced Service Medal (2022)
Armed Forced Reserve Medal (2022)
Air and Space Expeditionary Service Ribbon (2022)
Basic Military Training Honor Graduation Ribbon (2020)

Duties

• Assisted with Operation Allies Welcome during a six-month deployment, supporting the resettlement of 7,400 Afghan refugees at McGuire Air Force Base, NJ.
• Coordinated and distributed donations to refugees during Operation Allies Welcome, totaling 200,000+ health products, improving the quality of life for 7,400 refugees.
• Operated heavy machinery and collaborated with team members to load and unload mission-essential cargo, supporting military operations efficiently

Business Address:

[redacted]

Educational Background:

San Diego State University 8/2024 – Present

Master of Public Administration (MPA), Expected Graduation: May 2026

University of California, San Diego 9/2022 – 12/2023

BA in Political Science, with 3.45 GPA

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

NA

Professional or Technical Organization Memberships?:

NA

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

I am currently the elected President of the graduate student body at San Diego State University, representing over 6,000 Masters and Doctoral students. My term is from April 2025 - April 2026. I was appointed as the Secretary and Academic Affairs Representative for the Graduate Student Association at San Diego State University, representing over 6,000 Master and Doctoral students. My term was from April 2024 - April 2025. I was appointed as a Senator for the student government at UC San Diego, representing over 33,000 undergraduate students. My terms were from September 2022 - December 2023.

Experience or Special Knowledge Pertaining to Area of Interest?:

I am finishing my Master of Public Administration degree this semester and have developed a strong understanding of how local government operates, including budgeting, public policy, and organizational management. Through my academic work and previous internships with public agencies, I have gained experience researching policy issues, preparing written materials for leadership, and understanding how city departments coordinate to deliver services. I am especially interested in how city decisions affect residents and how boards and commissions help inform those decisions. I bring strong analytical, writing, and communication skills, along with a genuine interest in public service and local government. I am eager to contribute thoughtful input, learn from experienced city leaders, and support the City of National City in making informed decisions that benefit the community.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 03/03/26 10:57:12 PM

Attachments

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 31 Mar 2026 - 30 Mar 2030
Positions Available 1

Number of applicants in this package 1

- Miller, Richard Martin

Name: Miller, Richard Martin

Address: [redacted] CA, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

4

Term of Residency?:

17 years

Present Employer?:

Retired

Substitute Teacher for Sweetwater Union High School District

Occupation:

Urban Planner (Ret)

Business Address:

N/A

Educational Background:

Bachelor of Science Degree in City and Regional Planning, New Mexico State University

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

Planning Commission Housing Advisory Committee

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

Chair, National City Planning Commission and Housing Advisory Committee (appointed) I am a member of the following organizations: National City CERT (Community Emergency Response Team) ARRL (American Radio Relay League) San Diego ARES (Amateur Radio Emergency Services) SOBARS (South Bay Amateur Radio Society) Southwestern REACT (Radio Emergency Associated Communication Teams, San Diego Section)

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 02/06/26 3:11:39 PM

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 01 Apr 2026 - 31 Mar 2030
Positions Available 1

Number of applicants in this package 1

- Fuller Quinonez, Cynthia

Name: Fuller Quinonez, Cynthia

Address: [redacted] National City, CA, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

1

Term of Residency?:

9 years

Present Employer?:

Self employed

Occupation:

Landlord and property manager

Restaurant owner and chef

Business Address:

[redacted] National City, CA

Educational Background:

Culinary Entrepreneurship, Grossmont College

Nutrition, Mesa College

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

Traffic Safety

Professional or Technical Organization Memberships?:

California Apartment Association Cook Alliance

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

National City Healthy Culturas Coalition (2024-Present), County of San Diego South Region Food Insecurity Workgroup Co-Chair (2022-2024). National City Resident Leader (since 2021). San Diego Food System Alliance member (since 2013) and former Sustainable Local Seafood Work Group co-chair addressing Port of San Diego Central Embarcadero Redevelopment and its fishing industry/working waterfront impacts. Former Slow Food Urban Diego board member and Nutrition in Healthcare Leadership Team / Community Health Improvement Partner. Past World Food Day, World Oceans Day and National Seafood Month event organizer. Especially successful aiding San Diego's commercial fishing industry with collaborative San Diego Seafood: Then & Now project yielding historical cookbook published April 2025.

Experience or Special Knowledge Pertaining to Area of Interest?:

Knowledge and experience essential for success as National City ADU and SB9 owner/builder, landlord and property owner, health and environmental justice activism requiring familiarity with National City Planning projects, regulations, and the impact of these on community members. Regular Port of San Diego and San Diego Air Pollution Control District meeting attendee, with particular focus on their activities with potential Tidelands environmental health and justice impacts.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 01/02/26 11:28:38 AM

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 01 Apr 2026 - 31 Mar 2030
Positions Available 1

Number of applicants in this package 1

- Castle-Salgado, Randi

Name: Castle-Salgado, Randi

Address: [redacted] National City CA, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

2

Term of Residency?:

2014

Present Employer?:

Self Employed-Realtor EA Brokerage

Occupation:

Realtor

Business Address:

[redacted]

Educational Background:

HSD, Some College, Multiple Technical Licenses held with Designations.

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

Planning Commission, Housing Advisory Committee

Professional or Technical Organization Memberships?:

PSAR, YAR, WMAR, CAR, NAR

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

Planning Commission, Housing Advisory Committee

Experience or Special Knowledge Pertaining to Area of Interest?:

Real Estate, Land Use, Planning, Small Business Owner, Develpoment

Have you ever been convicted of a felony crime?:

Yes

Have you ever been convicted of a misdemeanour crime?:

Yes

Time of Submission: 02/25/26 1:25:36 AM

Attachments

- Randi_Castle-Salgado_Commissioner_Bio_Enhanced.pdf

RANDI CASTLE-SALGADO

Vice Chair, Planning Commission

Housing Advisory Committee Member

City of National City, California

Professional Background

Randi Castle-Salgado currently serves as Vice Chair of the Planning Commission and as a Member of the Housing Advisory Committee for the City of National City. She brings over a decade of professional experience in residential real estate and housing markets across California and Arizona.

As a licensed Realtor, Randi works directly with homeowners, first-time buyers, military families, and investors, providing practical insight into housing affordability, development feasibility, zoning impacts, and neighborhood dynamics. Her professional experience allows her to approach planning decisions with both market awareness and community sensitivity.

Public Service & Planning Experience

- Conditional Use Permits
- Site Plan Reviews
- Zoning Amendments
- General Plan consistency evaluations
- Housing Element implementation matters

She is committed to ensuring development proposals align with adopted city plans, infrastructure capacity, state housing law, and long-term community sustainability. As a Housing Advisory Committee Member, she contributes to discussions regarding affordable housing programs and regulatory updates that impact residents citywide.

Professional Development & Commitment

Randi successfully completed the Portside Academy through the Port of San Diego during her prior four-year term. She has actively participated in multiple Planning Commissioner Academies through the League of California Cities, demonstrating her ongoing commitment to professional development and excellence in public service.

During her previous four-year term, she maintained perfect attendance at Planning Commission meetings, with zero absences. She believes punctuality and preparation are essential to respecting staff time, applicants, fellow commissioners, and members of the public.

Leadership Approach

- Transparent and thoughtful public deliberation
- Balanced consideration of residents, businesses, and property owners
- Adherence to adopted plans and legal standards
- Support for housing solutions that serve working families and seniors
- Long-term economic vitality and neighborhood stability

Community Commitment

A resident of National City, Randi remains actively engaged in local civic discussions and community forums. She values open dialogue, collaborative problem-solving, and responsible growth that strengthens the city for future generations.

Planning Commission

Applicant Package - Commissioner

Planning Commission - Commissioner

Term 31 Mar 2026 - 30 Mar 2030
Positions Available 1

Number of applicants in this package 1

- Sampsell, Sean

Name: Sampsell, Sean

Address: [redacted] National city, 91950

Email: [redacted]

Board Name: Planning Commission

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

Present Employer?:

N/A

Occupation:

N/A

Business Address:

N/A

Educational Background:

Some college

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

Civil Service

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

Yes

Time of Submission: 02/26/26 8:04:18 PM

Housing Advisory Committee

Applicant Package - Committee Member

Housing Advisory Committee - Committee Member

Term 01 Apr 2026 - 31 Mar 2030
Positions Available 1

Number of applicants in this package 1

- Blackwell, Jared

Name: Blackwell, Jared

Address: [redacted], National City, CA, 91950

Email: [redacted]

Board Name: Housing Advisory Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

District 3.

Term of Residency?:

January 2026 - Present.

Present Employer?:

U.S. Air Force Reserves, March Air Reserve Base, CA 5/2020 – Present

Occupation:

Air Transportation Specialist

Honors

Armed Forced Service Medal (2022)
Armed Forced Reserve Medal (2022)
Air and Space Expeditionary Service Ribbon (2022)
Basic Military Training Honor Graduation Ribbon (2020)

Duties

• Assisted with Operation Allies Welcome during a six-month deployment, supporting the resettlement of 7,400 Afghan refugees at McGuire Air Force Base, NJ.
• Coordinated and distributed donations to refugees during Operation Allies Welcome, totaling 200,000+ health products, improving the quality of life for 7,400 refugees.
• Operated heavy machinery and collaborated with team members to load and unload mission-essential cargo, supporting military operations efficiently

Business Address:

[redacted]

Educational Background:

San Diego State University 8/2024 – Present

Master of Public Administration (MPA), Expected Graduation: May 2026

University of California, San Diego 9/2022 – 12/2023

BA in Political Science, with 3.45 GPA

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

NA

Professional or Technical Organization Memberships?:

NA

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

I am currently the elected President of the graduate student body at San Diego State University, representing over 6,000 Masters and Doctoral students. My term is from April 2025 - April 2026. I was appointed as the Secretary and Academic Affairs Representative for the Graduate Student Association at San Diego State University, representing over 6,000 Master and Doctoral students. My term was from April 2024 - April 2025. I was appointed as a Senator for the student government at UC San Diego, representing over 33,000 undergraduate students. My terms were from September 2022 - December 2023.

Experience or Special Knowledge Pertaining to Area of Interest?:

I am finishing my Master of Public Administration degree this semester and have developed a strong understanding of how local government operates, including budgeting, public policy, and organizational management. Through my academic work and previous internships with public agencies, I have gained experience researching policy issues, preparing written materials for leadership, and understanding how city departments coordinate to deliver services. I am especially interested in how city decisions affect residents and how boards and commissions help inform those decisions. I bring strong analytical, writing, and communication skills, along with a genuine interest in public service and local government. I am eager to contribute thoughtful input, learn from experienced city leaders, and support the City of National City in making informed decisions that benefit the community.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 03/03/26 10:57:11 PM

Attachments

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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

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 their tenure.

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 result in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

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

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

    The City Council fills vacancies on these bodies.

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

1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date,

and the position's necessary qualifications. It shall also include a list of all Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

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

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

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

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

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

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 so that the applicant may 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. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

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

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

11. Report to Council:

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

applicant's right to privacy outweighs the public interest served by disclosing that information.

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

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

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

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

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

14. Resignations, Attendance, Training, and Removals

    Resignation:

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

    Attendance:

    Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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.

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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. Anti- Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

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

Removal:

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

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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)
November 16, 2021 (Resolution No. 2021-178)

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11) TOTAL MEMBERS (51+)	BOARD OF LIBRARY TRUSTEE (5 Members)	CIVIL SERVICE COMMISSION (5 Members)	COMMUNITY AND POLICE RELATIONS COMMISSION (8 Members)	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE (7 Members)	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE (7 Members) 2 Ex Officio	PORT COMMISSION (1 Member)	PUBLIC ART COMMITTEE (5 Members)	SWEETWATER AUTHORITY (1 Member)	TRAFFIC SAFETY COMMITTEE (5 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	4 Years	3 Years	4 Years	3 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X			X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X			
COMPENSATION	No	No	No	No	Compensation set by Council Resolution	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City							

CITY COUNCIL POLICY #107 and NCMC TITLE 16

****Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents**

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC
Meeting Date: Tuesday, March 17, 2026
Approved by: Alejandro Hernandez, Acting City Manager

SUBJECT:
Appointments: City Boards, Commissions, and Committees – Mayoral Appointments to the Board of Library Trustees; Community & Police Relations Commission; and, Parks, Recreation & Senior Citizens Advisory Committee.

RECOMMENDATION:
Mayoral Appointment with the City Councilmembers' Confirmation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
A City Boards, Commissions and Committee (BCC) vacancy notice was published in the Star News, posted on the City Hall Bulletin Boards, City website, and City Social Media sites to advertise the opening and application acceptance period for multiple committees.

The recent Vacancy Notice was posted on February 5, 2026 with a deadline of February 26, 2026.

The Board of Library Trustees has one (1) vacancy due to a resignation.

Community & Police Relations Commission has two (2) vacancies due to expiring terms.

Parks, Recreation & Senior Citizens Advisory Committee has two (2) vacancies due to expiring terms.

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 – Explanation for Mayoral Appointments
Exhibit B – Applications (redacted)
Exhibit C – City Council Policy 107 – Amended January 20, 2026
Exhibit D – Boards/Commission/Committees Reference Chart

The City Clerk's Office began advertising and accepting applications for vacancies on the following Boards, Committees, and Commissions: Board of Library Trustees; Community & Police Relations Commission; and Parks, Recreation & Senior Citizen's Advisory Committee on February 5, 2026 with a deadline of February 26, 2026.

Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The vacancies presented are a combination of end of terms (March 2026) and one (1) resignation.

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Board of Library Trustees	(1) One Seat – September 30, 2027	Mayoral	Yes	Jared Blackwell* Ricardo Carmona*
Community & Police Relations Commission	(2) Two Seats – March 31, 2029	Mayoral	Yes	Jared Blackwell* Roberto Umana Rob Rice*
Parks, Recreation & Senior Citizens' Advisory Committee	(2) Two Seats – March 31, 2029	Mayoral	Yes	Maria Patrice Amon Jared Blackwell* Jesus Hizon** Rob Rice Lorna Delos Santos*

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

BOARD OF LIBRARY TRUSTEES

There are two applicants.

***One (1) applicant, Jared Blackwell,** submitted an application for consideration on the Board of Library Trustees; Community & Police Relations Commission; and, the Parks, Recreation & Senior Citizen's Advisory Committee after the noticed deadline.

***One (1) applicant Ricardo Carmona** is currently a member of the Board of Library Trustees appointed on December 2, 2025 with a term that expires September 30, 2026 as an Alternate member. Trustee Carmona is seeking appointment as a full voting member. Attendance of meetings is shown below for reference. Their meetings are held the first Wednesday of every month at 5:30 p.m. in the Large Conference Room at City Hall.

Since Trustee Carmona's appointment in December 2025, the Board has scheduled one (1) meeting that occurred on February 4, 2026 of which he was present.

Attendance	2026
Attended	1
Absent	0
Cancelled	0

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Trustee Carmona has completed all required training and filing requirements.
****

COMMUNITY & POLICE RELATIONS COMMISSION
There are three applicants.

***One (1) applicant, Jared Blackwell**, submitted an application for consideration on the Community & Police Relations Commission after the noticed deadline.

***One (1) applicant Rob Rice**, submitted an application for consideration on the Parks, Recreation & Senior Citizens' Advisory Committee and the Community & Police Relations Commission. The application for the Community & Police Relations Commission was received after the noticed deadline.

****

PARKS, RECREATION & SENIOR CITIZENS' ADVISORY COMMITTEE
There are five applicants.

***One (1) applicant, Jared Blackwell** submitted an application for consideration on the Parks, Recreation & Senior Citizens' Advisory Committee after the noticed deadline.

***One (1) applicant Jesus Hizon** is currently a member of the Parks, Recreation & Senior Citizens Advisory Committee appointed on September 17, 2024 with a term that expires March 31, 2026 and is seeking reappointment. Attendance of meetings is shown below for reference. Their meetings are held the third Thursday of every month at 4:00 p.m. in the Large Conference Room at City Hall.

In calendar year 2025, the Committee scheduled 12 meetings, four (4) were cancelled due to a lack of agenda items, four (4) were cancelled due to lack of a quorum. The absence totals reflected below include occasions during which the member's inability to attend contributed to the lack of a quorum.

Attendance	2025
Attended	4
Absent	3
Cancelled	8

Per City Council Policy #107 (D)(14)(3) Mandatory Training and Filing Requirements:
Member Hizon has completed all required training and filing requirements.
****

***One (1) applicant, Lorna Delos Santos**, submitted an application for consideration on the Parks, Recreation & Senior Citizen's Advisory Committee after the noticed deadline.

****

Appointment:
Per City Council Policy #107 (D)(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.

Per City Council Policy #107 (D)(14)(3): Attendance
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.

Per City Council Policy #107 (D)(14)(3): 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.

Per City Council Policy #107 (D)(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.

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. Anti-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, and training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Board Of Library Trustees

Applicant Package - Member-Trustee

Board Of Library Trustees - Member-Trustee

Term 18 Mar 2026 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Blackwell, Jared

Name: Blackwell, Jared

Address: [redacted] National City, CA, 91950

Email: [redacted]

Board Name: Board of Library Trustees

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

District 3.

Term of Residency?:

January 2026 - Present.

Present Employer?:

U.S. Air Force Reserves, March Air Reserve Base, CA 5/2020 – Present

Occupation:

Air Transportation Specialist

Honors

Armed Forced Service Medal (2022)
Armed Forced Reserve Medal (2022)
Air and Space Expeditionary Service Ribbon (2022)
Basic Military Training Honor Graduation Ribbon (2020)

Duties

• Assisted with Operation Allies Welcome during a six-month deployment, supporting the resettlement of 7,400 Afghan refugees at McGuire Air Force Base, NJ.
• Coordinated and distributed donations to refugees during Operation Allies Welcome, totaling 200,000+ health products, improving the quality of life for 7,400 refugees.
• Operated heavy machinery and collaborated with team members to load and unload mission-essential cargo, supporting military operations efficiently

Business Address:

[redacted]

Educational Background:

San Diego State University 8/2024 – Present

Master of Public Administration (MPA), Expected Graduation: May 2026

University of California, San Diego 9/2022 – 12/2023

BA in Political Science, with 3.45 GPA

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

NA

Professional or Technical Organization Memberships?:

NA

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

I am currently the elected President of the graduate student body at San Diego State University, representing over 6,000 Masters and Doctoral students. My term is from April 2025 - April 2026. I was appointed as the Secretary and Academic Affairs Representative for the Graduate Student Association at San Diego State University, representing over 6,000 Master and Doctoral students. My term was from April 2024 - April 2025. I was appointed as a Senator for the student government at UC San Diego, representing over 33,000 undergraduate students. My terms were from September 2022 - December 2023.

Experience or Special Knowledge Pertaining to Area of Interest?:

I am finishing my Master of Public Administration degree this semester and have developed a strong understanding of how local government operates, including budgeting, public policy, and organizational management. Through my academic work and previous internships with public agencies, I have gained experience researching policy issues, preparing written materials for leadership, and understanding how city departments coordinate to deliver services. I am especially interested in how city decisions affect residents and how boards and commissions help inform those decisions. I bring strong analytical, writing, and communication skills, along with a genuine interest in public service and local government. I am eager to contribute thoughtful input, learn from experienced city leaders, and support the City of National City in making informed decisions that benefit the community.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 03/03/26 10:57:11 PM

Attachments

- JaredBlackwellRésumé (1).pdf

Jared Blackwell
[redacted] | National City, CA

Education

San Diego State University 8/2024 – Present
Master of Public Administration (MPA), Expected Graduation: May 2026
Leadership Roles: Graduate Student Association President (2025 – 2026)
Graduate Student Association Secretary (2024 – 2025)
Graduate Student Association Academic Affairs Rep. (2024 – 2025)

University of California, San Diego 9/2022 – 12/2023
BA in Political Science, with 3.45 GPA
Awards: Muir College People's Choice Award (2023)
Leadership Roles: Associated Students Muir College Senator (2023)
Associated Students Off Campus Senator (2022 – 2023)
Study Abroad: UCDC Program, Washington DC, Sep. 2023 – Dec. 2023

Experience

U.S. Air Force Reserves, March Air Reserve Base, CA 5/2020 – Present
Air Transportation Specialist, 1 weekend/month
Honors: Armed Forced Service Medal (2022)
Armed Forced Reserve Medal (2022)
Air and Space Expeditionary Service Ribbon (2022)
Basic Military Training Honor Graduation Ribbon (2020)

- Assisted with Operation Allies Welcome during a six-month deployment, supporting the resettlement of 7,400 Afghan refugees at McGuire Air Force Base, NJ.
- Coordinated and distributed donations to refugees during Operation Allies Welcome, totaling 200,000+ health products, improving the quality of life for 7,400 refugees.
- Operated heavy machinery and collaborated with team members to load and unload mission-essential cargo, supporting military operations efficiently.

San Diego Local Agency Formation Commission 1/2024 – 7/2024
Administrative Analyst Intern, 20 hours/week

- Prepared financial audit statements and budgets for 1 0+ local governments in San Diego County, ensuring accuracy and transparency in public records.
- Drafted monthly reports advising a 13-member commission of elected officials on the financial health and stability of local governments.
- Attended monthly commission meetings to observe legal and policy discussions, gaining valuable insights into public administration and decision-making.
- Assisted 10+ homeowners in expanding municipal services to their properties, ensuring compliance with California statutes and facilitating smooth application processes.

U.S. Congressman Ken Calvert (CA-41), Washington, DC 9/2023 – 12/2023
Congressional Intern, 24 hours/week

- Corresponded with 1,000+ constituents via phone calls, documenting their political concerns and relaying them to the appropriate staff members for constituent outreach.
- Participated in congressional hearings and staff meetings, gaining firsthand exposure to legislative procedures and the intricacies of government operations.
- Researched policy issues, including litigation on ADA regulations, and delivered concise analyses to staff members, aiding in informed decision-making.

California State Senator Brian Jones, San Diego, CA 7/2023 – 9/2023
Legislative Intern, 24 hours/week

- Drafted written correspondence to 300+ constituents using LCMS and Microsoft Word, providing personalized responses to community members.
- Maintained and updated databases on Microsoft Excel that contain contact information for important community stakeholders, including businesses, schools, and fire stations.
- Supported caseworkers by logging and tracking the needs of 50+ constituents on LCMS.

San Diego County Supervisor Joel Anderson, El Cajon, CA 4/2023 – 6/2023
Legislative Intern, 24 hours/week

- Designed and presented 100+ Certificates of Recognition at community events, showcasing the accomplishments of local stakeholders and strengthening the relationship between the Supervisor and his constituency.
- Spearheaded recruitment efforts and provided comprehensive training for 10+ interns on office protocols and Microsoft Teams, promoting teamwork and enhancing efficiency.
- Served as a personal aide to the Supervisor during community events, developing skills in public relations and public speaking, by working side-by-side with a public official.

Publications

Blackwell, Jared. (2023). Post 5867 Hosted Wellness Fair in East County. *San Diego Veterans Magazine*, 6(6), page 51. San Diego Veterans Magazine June 2023

Blackwell, Jared. (2023). Increasing the Agricultural Infrastructure and Technology of Somalia. *Journal of Student Research*, 12(2). https://doi.org/10.47611/jsr.v12i2.1925

Blackwell, Jared. (2023). Career Technical Education: A Perfectly Valid Alternative. *Journal of Student Research*, 12(3). https://doi.org/10.47611/jsr.v12i3.1957

Blackwell, Jared. (2024). Punish China for the Genocide of the Uyghur People. *Righting Wrongs: A Journal of Human Rights,* 14(1). https://blogs.webster.edu/humanrights/category/volume-xiv-issue-1/

Blackwell, Jared. (2024). Presidents and Political Parties: Power in the Hands of Many Changed to the Power in the Hands of One. *Journal of Student Research,* 13(1). https://doi.org/10.47611/jsrv13il.2423

Blackwell, Jared. (2025). Inadequate Response to Homeless Crisis. *The Stars News.* https://www.thestarnews.com/50500-2/

Board Of Library Trustees

Applicant Package - Member-Trustee

Board Of Library Trustees - Member-Trustee

Term 18 Mar 2026 - 30 Sep 2027
Positions Available 1

Number of applicants in this package 1

- Carmona, Ricardo

Name: Carmona, Ricardo

Address: [redacted], National City, CA, 91950

Email: [redacted]

Board Name: Board of Library Trustees

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

2

Term of Residency?:

8 months

Present Employer?:

Self Employed

Occupation:

Educator & Education Consutlant

Business Address:

N/A

Educational Background:

B.A. in History from University of San Diego

M.A. in History from Georgeotwn University

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

National City Board of Library Trustees

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

2+ months as a nonvoting member of the National City Board of Library Trustees

Experience or Special Knowledge Pertaining to Area of Interest?:

10+ years as an educator, worked closely with librarians throughout my career and I am an avid patron of the library alongside my family.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 02/26/26 7:58:15 PM

Community & Police Relations Commission (CPRC)

Applicant Package - Commissioner

Community & Police Relations Commission (CPRC) - Commissioner

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Blackwell, Jared

Name: Blackwell, Jared

Address: [redacted] National City, CA, 91950

Email: [redacted]

Board Name: Community & Police Relations Commission (CPRC)

Telephone Number::

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

District 3

Occupation::

Air Force Reservist & Full-time Graduate Student

Present Employer?:

Air Force Reserves

Business Address::

[redacted]

Educational Background::

I earned my undergraduate degree in Political Science from UC San Diego in 2023. I am currently pursuing my Master of Public Administration degree at San Diego State University, which I will graduate from in May of 2026. I intend to continue my education after I graduate. I am currently applying to law school at California Western School of Law and applying to earn a second master's degree at San Diego State University in Accounting.

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

NA

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

I am currently the elected Student Body President of the 6,000+ graduate students at San Diego State University, including masters, credentials, and doctoral students. Most previously, I was appointed as the Secretary of the Graduate Student Association which represents 6,000+ graduate students at SDSU. And during my time at UC San Diego, I was appointed as a Student Senator which represents the 33,000+ undergraduate students at UC San Diego from 2022-2023. In addition to my extensive experience in student government, I am also an Eagle Scout in the Boy Scouts of America as of 2017.

Experience or Special Knowledge Pertaining to Area of Interest?:

I am finishing my Master of Public Administration degree this semester and have developed a strong understanding of how local government operates, including budgeting, public policy, and organizational management. Through my academic work and previous internships with public agencies, I have gained experience researching policy issues, preparing written materials for leadership, and understanding how city departments coordinate to deliver services. I am especially interested in how city decisions affect residents and how boards and commissions help inform those decisions. I bring strong analytical, writing, and communication skills, along with a genuine interest in public service and local government. I am eager to contribute thoughtful input, learn from experienced city leaders, and support the City of National City in making informed decisions that benefit the community.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION AND MAY BE AVAILABLE ON THE CITY'S WEBSITE:

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.:

Jared Blackwell

Time of Submission: 03/06/26 4:18:12 AM

Attachments

- JaredBlackwellRésumé (1).pdf

Jared Blackwell
[redacted] | National City, CA

Education

San Diego State University 8/2024 – Present
Master of Public Administration (MPA), Expected Graduation: May 2026
Leadership Roles: Graduate Student Association President (2025 – 2026)
Graduate Student Association Secretary (2024 – 2025)
Graduate Student Association Academic Affairs Rep. (2024 – 2025)

University of California, San Diego 9/2022 – 12/2023
BA in Political Science, with 3.45 GPA
Awards: Muir College People's Choice Award (2023)
Leadership Roles: Associated Students Muir College Senator (2023)
Associated Students Off Campus Senator (2022 – 2023)
Study Abroad: UCDC Program, Washington DC, Sep. 2023 – Dec. 2023

Experience

U.S. Air Force Reserves, March Air Reserve Base, CA 5/2020 – Present
Air Transportation Specialist, 1 weekend/month
Honors: Armed Forced Service Medal (2022)
Armed Forced Reserve Medal (2022)
Air and Space Expeditionary Service Ribbon (2022)
Basic Military Training Honor Graduation Ribbon (2020)

- Assisted with Operation Allies Welcome during a six-month deployment, supporting the resettlement of 7,400 Afghan refugees at McGuire Air Force Base, NJ.
- Coordinated and distributed donations to refugees during Operation Allies Welcome, totaling 200,000+ health products, improving the quality of life for 7,400 refugees.
- Operated heavy machinery and collaborated with team members to load and unload mission-essential cargo, supporting military operations efficiently.

San Diego Local Agency Formation Commission 1/2024 – 7/2024
Administrative Analyst Intern, 20 hours/week

- Prepared financial audit statements and budgets for 1 0+ local governments in San Diego County, ensuring accuracy and transparency in public records.
- Drafted monthly reports advising a 13-member commission of elected officials on the financial health and stability of local governments.
- Attended monthly commission meetings to observe legal and policy discussions, gaining valuable insights into public administration and decision-making.
- Assisted 10+ homeowners in expanding municipal services to their properties, ensuring compliance with California statutes and facilitating smooth application processes.

U.S. Congressman Ken Calvert (CA-41), Washington, DC 9/2023 – 12/2023
Congressional Intern, 24 hours/week

- Corresponded with 1,000+ constituents via phone calls, documenting their political concerns and relaying them to the appropriate staff members for constituent outreach.
- Participated in congressional hearings and staff meetings, gaining firsthand exposure to legislative procedures and the intricacies of government operations.
- Researched policy issues, including litigation on ADA regulations, and delivered concise analyses to staff members, aiding in informed decision-making.

California State Senator Brian Jones, San Diego, CA 7/2023 – 9/2023
Legislative Intern, 24 hours/week

- Drafted written correspondence to 300+ constituents using LCMS and Microsoft Word, providing personalized responses to community members.
- Maintained and updated databases on Microsoft Excel that contain contact information for important community stakeholders, including businesses, schools, and fire stations.
- Supported caseworkers by logging and tracking the needs of 50+ constituents on LCMS.

San Diego County Supervisor Joel Anderson, El Cajon, CA 4/2023 – 6/2023
Legislative Intern, 24 hours/week

- Designed and presented 100+ Certificates of Recognition at community events, showcasing the accomplishments of local stakeholders and strengthening the relationship between the Supervisor and his constituency.
- Spearheaded recruitment efforts and provided comprehensive training for 10+ interns on office protocols and Microsoft Teams, promoting teamwork and enhancing efficiency.
- Served as a personal aide to the Supervisor during community events, developing skills in public relations and public speaking, by working side-by-side with a public official.

Publications

Blackwell, Jared. (2023). Post 5867 Hosted Wellness Fair in East County. *San Diego Veterans Magazine*, 6(6), page 51. San Diego Veterans Magazine June 2023

Blackwell, Jared. (2023). Increasing the Agricultural Infrastructure and Technology of Somalia. *Journal of Student Research*, 12(2). https://doi.org/10.47611/jsr.v12i2.1925

Blackwell, Jared. (2023). Career Technical Education: A Perfectly Valid Alternative. *Journal of Student Research*, 12(3). https://doi.org/10.47611/jsr.v12i3.1957

Blackwell, Jared. (2024). Punish China for the Genocide of the Uyghur People. *Righting Wrongs: A Journal of Human Rights,* 14(1). https://blogs.webster.edu/humanrights/category/volume-xiv-issue-1/

Blackwell, Jared. (2024). Presidents and Political Parties: Power in the Hands of Many Changed to the Power in the Hands of One. *Journal of Student Research,* 13(1). https://doi.org/10.47611/jsrv13il.2423

Blackwell, Jared. (2025). Inadequate Response to Homeless Crisis. *The Stars News.* https://www.thestarnews.com/50500-2/

Community & Police Relations Commission (CPRC)

Applicant Package - Commissioner

Community & Police Relations Commission (CPRC) - Commissioner

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Umana, Roberto

Name: Umana, Roberto

Address: [redacted], National City CA, 91950

Email: [redacted]

Board Name: Community & Police Relations Commission (CPRC)

Telephone Number::

[redacted]

Registered to Vote in National City?:

No

Resident of National City?:

Yes

District Number?:

1

Occupation::

N/A

Present Employer?:

N/A

Business Address::

N/A

Educational Background::

- High school Diploma California Dental Certifications: -Certified Dental Assistant X-Ray Certification -8 Hour Infection Control -2 Hour Infection Control -First Aid/CPR Certified

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

N/A

Experience or Special Knowledge Pertaining to Area of Interest?:

I’m actively engaged in advocacy focused on police accountability and the treatment of individuals experiencing mental health crises. I regularly attend City Council and Police and Community Relations Commission meetings to speak in support of transparency, oversight, and meaningful reform.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION AND MAY BE AVAILABLE ON THE CITY'S WEBSITE:

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.:

Roberto Umana

Time of Submission: 02/26/26 8:10:48 PM

Attachments

- Roberto Umana CPRC application .pdf

Application Statement for Community and Police Relations Commission

To the Members of the Selection Committee,

I respectfully submit my application to serve on the Community and Police Relations Commission for the City of National City. Although I have not previously served on a formal commission, I bring lived experience, sustained civic engagement, and a strong commitment to responsible oversight, public safety, and institutional accountability.

My brother, Brian Umana, was killed by National City police officers while experiencing a mental health crisis. In the aftermath, I engaged in constructive community advocacy, organized outreach efforts across multiple platforms, and initiated a petition that gathered more than 600 signatures calling for transparency and reform. Community members and advocates have publicly honored his name, demonstrating the depth of concern surrounding police practices and crisis response within our city.

I pursued accountability through the civil justice system and filed a wrongful death lawsuit against the National City Police Department and the City of National City. The case resulted in the largest wrongful death settlement in the city's history. While no legal outcome can undo the loss suffered, the resolution reflects the seriousness of the issues involved and highlights the importance of meaningful oversight and policy review.

I believe the repeated challenges facing the Police Department indicate opportunities for improvement in leadership development, training standards, crisis intervention protocols, supervision, and transparency mechanisms. At the same time, civilian oversight bodies must operate with clarity of purpose, independence, and measurable impact. A commission fulfills its mission when it actively reviews incidents, evaluates policy, requests data, and provides clear recommendations designed to strengthen public trust and constitutional policing.

If appointed, I would focus on evidence based policy evaluation, strengthened crisis response training, clear accountability benchmarks, improved communication between the department and the community, and transparent public reporting. My approach would be professional, solutions oriented, and grounded in collaboration while remaining firm in the pursuit of meaningful reform.

My objective is to help ensure that the Commission serves as a credible bridge between residents and law enforcement, promoting safety, dignity, and accountability for all members of our community.

Thank you for your consideration.

Respectfully,
Roberto Umana

Community & Police Relations Commission (CPRC)

Applicant Package - Commissioner

Community & Police Relations Commission (CPRC) - Commissioner

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Rice, Rob

Name: Rice, Rob

Address: [redacted], National City Ca, 91950

Email: [redacted]

Board Name: Community & Police Relations Commission (CPRC)

Telephone Number::

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

4

Occupation::

MWR manager

Present Employer?:

Navy Region Southwest

Business Address::

[redacted]

Educational Background::

Some college

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

Experience or Special Knowledge Pertaining to Area of Interest?:

Promote and host annual event at kimball park yearly and work with the city and police to give a great show to the community.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION AND MAY BE AVAILABLE ON THE CITY'S WEBSITE:

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.:

National City

Time of Submission: 03/06/26 2:27:26 PM

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Oct 2025 - 30 Sep 2028
Positions Available 1

Number of applicants in this package 1

- Amon, Maria Patrice

Name: Amon, Maria Patrice

Address: [redacted] National City, 91950-13

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen's Advisory Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

1

Term of Residency?:

3

Present Employer?:

CSU San Marcos

Occupation:

Professor

Business Address:

[redacted]

Educational Background:

BA, Political Science, Philosophy, Univeristy of San Diego

JD, California Wester School of Law

PhD, Drama, UC Irvine

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

Civil Service, Library Board of Directors

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

National City Civil Service, National City Library Board of Directors

Experience or Special Knowledge Pertaining to Area of Interest?:

I am the Co-Artistic Director of TuYo Theatre. We are a professional theatre company producing theatre in National City and the larger South Bay. I have presented plays about the National City Swap Meet and at the National City Train Museum. Further, I have developed arts educational program targeted to South Bay youth and senior citizens. Additionally, I have studies art history in college and have a strong working knowledge of visual arts.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 07/29/25 2:02:01 PM

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Blackwell, Jared

Name: Blackwell, Jared

Address: [redacted] National City, CA, 91950

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen’s Advisory Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

District 3.

Term of Residency?:

January 2026 - Present.

Present Employer?:

U.S. Air Force Reserves, March Air Reserve Base, CA 5/2020 – Present

Occupation:

Air Transportation Specialist

Honors

Armed Forced Service Medal (2022)
Armed Forced Reserve Medal (2022)
Air and Space Expeditionary Service Ribbon (2022)
Basic Military Training Honor Graduation Ribbon (2020)

Duties

• Assisted with Operation Allies Welcome during a six-month deployment, supporting the resettlement of 7,400 Afghan refugees at McGuire Air Force Base, NJ.
• Coordinated and distributed donations to refugees during Operation Allies Welcome, totaling 200,000+ health products, improving the quality of life for 7,400 refugees.
• Operated heavy machinery and collaborated with team members to load and unload mission-essential cargo, supporting military operations efficiently

Business Address:

[redacted]

Educational Background:

San Diego State University 8/2024 – Present

Master of Public Administration (MPA), Expected Graduation: May 2026

University of California, San Diego 9/2022 – 12/2023

BA in Political Science, with 3.45 GPA

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

NA

Professional or Technical Organization Memberships?:

NA

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

I am currently the elected President of the graduate student body at San Diego State University, representing over 6,000 Masters and Doctoral students. My term is from April 2025 - April 2026. I was appointed as the Secretary and Academic Affairs Representative for the Graduate Student Association at San Diego State University, representing over 6,000 Master and Doctoral students. My term was from April 2024 - April 2025. I was appointed as a Senator for the student government at UC San Diego, representing over 33,000 undergraduate students. My terms were from September 2022 - December 2023.

Experience or Special Knowledge Pertaining to Area of Interest?:

I am finishing my Master of Public Administration degree this semester and have developed a strong understanding of how local government operates, including budgeting, public policy, and organizational management. Through my academic work and previous internships with public agencies, I have gained experience researching policy issues, preparing written materials for leadership, and understanding how city departments coordinate to deliver services. I am especially interested in how city decisions affect residents and how boards and commissions help inform those decisions. I bring strong analytical, writing, and communication skills, along with a genuine interest in public service and local government. I am eager to contribute thoughtful input, learn from experienced city leaders, and support the City of National City in making informed decisions that benefit the community.

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 03/03/26 10:57:11 PM

Attachments

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Hizon, Jesus

Name: Hizon, Jesus

Address: [redacted] National City, 91950

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen's Advisory Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

3

Term of Residency?:

13 years

Present Employer?:

MWR NMCSD

Occupation:

CITY OF SAN DIEGO PARKS AND RECREATION

Business Address:

[redacted]

Educational Background:

AB POLITICAL SCIENCE

Currently Serving on a BCC?:

Yes

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

PARKS AND RECREATION AND SENIOR CITIZEN

Professional or Technical Organization Memberships?:

None

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

Olongapo City Bayanihan Club San Diego

Experience or Special Knowledge Pertaining to Area of Interest?:

13 years

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 02/06/26 12:21:01 PM

Attachments

- Jesus Resume (1).pdf

Jesus Pascasio Hizon

OBJECTIVE

Dedicated and community-focused professional seeking to use extensive experience in park and recreation management to effectively serve on the park, Recreation & Senior Citizens Advisory Committee, promoting inclusive and engaging programs for all age groups.

CERTIFICATES

- Guidelines for Safe Interactions while taking part in Parks and Recreation Programs and Events Certification/ March 2024/ City of San Diego
- CA State Mandated Reporter Trained/ February 2024/ City of San Diego
- Cybersecurity at Work Trained/ November 2023/ City of San Diego
- Star Service Training/ May 22, 2024/ Navy MWR NB San Diego
- Adult First Aid/CPR/AED/ October 19, 2023/ Navy MWR NB San Diego
- Cash Handling Procedures/ October 13, 2015/ Fleet & Family Readiness Training, US Naval Base San Diego

SKILLS

- Professional communication skills (verbal & written)
- Computer literate in microsoft word
- Records management
- Extensive parks and recreation experience and knowledge

EDUCATION

- Administrative Professional Certificate/ May 2017/ National City Adult School
- Computer Applications-Microsoft Office 2010/ May 2017/ National City Adult School
- 4th Year AB Political Science/ March 1987/ Manuel L Quezon University - High School Diploma/ April 1977/ Columban College

PROFESSIONAL EXPERIENCE

City of San Diego Parks and Recreation, San Diego

Recreation Leader I March 2022 - PRESENT

- Working at La Jolla Recreation Center to help plan and host events including camps, movie nights and seasonal events, with more to come
- Run weekly educational, recreational, art and sports programs including a Cultural Filipino Cooking class
- Running the front office, record keeping and engaging with park guest.

Morale Welfare and Recreation, San Diego

- *Interim Manager* (Supervisory Recreation Specialist) November 23,2022 - January 2023
- *Interim Manager*, October 2021 - March 2022

Olongapo City Bayanihan Club, San Diego

Chief Financial Officer March 2019 - PRESENT

- Running youth and senior citizen programs

- Reoccurring summer youth sports, feeding, and bible study
- Organizing annual donation and supplying events for Mexico and the Philippines

Morale Welfare and Recreation, San Diego

Custodian/Recreation Assistant July 2014 - PRESENT

- Keep the front recreation area & fitness areas well maintained
- Greeting patrons upon entering the facility, checking IDs, providing towels and responding to any issues that arise
- Answering the phone in a professional and appropriate manner
- Giving out information on current sporting events, classes & other services the Fitness Center offers
- Provides a prompt & friendly service at all times
- Operating cash register and preparing monthing inventory report

1st Choice Underground Utilities, San Diego

Administrative Assistant May 2014 - July 2014

- Compilation of documents
- Answering telephone calls and emails from customers
- Filing, copying, scanning and faxing documents

AWARDS

- Outstanding Employee Performance/ June 2025/ MWR NBSD
- The Iron Man Award/ June 2024/ MWR, San Diego Naval Base
- Star Employee of the Quarter/ June 2018/ MWR, San Diego Naval Base

REFERENCES

Nicholas Volpe - Recreation Center Director II (City of San Diego)
Current Supervisor
[redacted]

Jefferey Stuart - Site Manager (MWR Balboa Medical Center)
Current Supervisor
[redacted]

Zane Zimmerman - Sports and Aquatics Manager (MWR Balboa Medical Center)
Current Supervisor
[redacted]

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Rice, Rob

Name: Rice, Rob

Address: [redacted] National city, 91950

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen's Advisory Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

Term of Residency?:

Since 2011

Present Employer?:

Navy region Southwest

Occupation:

MWR manager

Business Address:

[redacted]

Educational Background:

some college

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

No

If so, which ones? If it does not apply, type N/A:

N/A

Professional or Technical Organization Memberships?:

None

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

Currently work for recreational services for the US Navy

Experience or Special Knowledge Pertaining to Area of Interest?:

Currently work for recreational services for the US Navy. Organize and host various special events. Manage and oversee the rental program and the picnic grounds

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 02/26/26 4:46:42 PM

Parks, Recreation And Senior Citizen’S Advisory Committee

Applicant Package - Committee Member

Parks, Recreation And Senior Citizen’S Advisory Committee - Committee Member

Term 01 Apr 2026 - 31 Mar 2029
Positions Available 1

Number of applicants in this package 1

- Delos santos, Lorna

Name: Delos santos, Lorna

Address: [redacted] National city, 91950

Email: [redacted]

Board Name: Parks, Recreation and Senior Citizen’s Advisory Committee

Telephone Number:

[redacted]

Registered to Vote in National City?:

Yes

Resident of National City?:

Yes

District Number?:

3

Term of Residency?:

5

Present Employer?:

The Filipino Press, Inc.

Occupation:

Community Outreach Director

Business Address:

[redacted] National city, ca 91950

Educational Background:

Graduated high school and computer programming in olongapo city, Philippines.

Currently Serving on a BCC?:

No

Previously Served on a BCC?:

Yes

If so, which ones? If it does not apply, type N/A:

Housing but resigned due to covid illness

Professional or Technical Organization Memberships?:

National city chamber of commerce, Filipino American Chamber of commerce, Asian Business Association

Civic or Community Experience, Membership, or Previous Public Service Appointments?:

Partnered with Mayors office in providing covid19 vaccines to NC residents; supported AARP Age friendly livable community

Experience or Special Knowledge Pertaining to Area of Interest?:

Advocating for seniors

Have you ever been convicted of a felony crime?:

No

Have you ever been convicted of a misdemeanour crime?:

No

Time of Submission: 02/27/26 12:38:43 PM

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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

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 their tenure.

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 result in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

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

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

    The City Council fills vacancies on these bodies.

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

1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date,

and the position's necessary qualifications. It shall also include a list of all Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

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

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

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

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

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

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 so that the applicant may 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. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

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

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

11. Report to Council:

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

applicant's right to privacy outweighs the public interest served by disclosing that information.

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

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

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

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

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

14. Resignations, Attendance, Training, and Removals

    Resignation:

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

    Attendance:

    Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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.

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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. Anti- Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

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

Removal:

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

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	**POLICY # 107**
ADOPTED: June 17, 1986	**AMENDED:** January 20, 2026

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)
November 16, 2021 (Resolution No. 2021-178)

BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (11) TOTAL MEMBERS (51+)	BOARD OF LIBRARY TRUSTEE (5 Members)	CIVIL SERVICE COMMISSION (5 Members)	COMMUNITY AND POLICE RELATIONS COMMISSION (8 Members)	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE (7 Members)	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE (7 Members) 2 Ex Officio	PORT COMMISSION (1 Member)	PUBLIC ART COMMITTEE (5 Members)	SWEETWATER AUTHORITY (1 Member)	TRAFFIC SAFETY COMMITTEE (5 Members)
TERM	3 Years	5 Years	3 Years	3 Years	4 Years	4 Years	3 Years	4 Years	3 Years
RESIDENCY REQUIREMENT	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes
VOTER REQUIREMENT	No	No	No	No	No	No	No	No	No
MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL	X		X	X			X	X	X
CITY COUNCIL AS A BODY APPOINTMENT		X			X	X			
COMPENSATION	No	No	No	No	Compensation set by Council Resolution	No	No	No	No
FORM 700 FILING REQUIREMENT	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No
MEETINGS	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month
REQUIRED TO REPORT TO COUNCIL ANNUALLY	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OTHER		Can not be salaried employee or holds office of the City							

CITY COUNCIL POLICY #107 and NCMC TITLE 16

****Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents**

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, March 17, 2026
Approved by: Alejandro Hernandez, Acting City Manager

SUBJECT:
Approval of the City Council Meeting Minutes.

RECOMMENDATION:
Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Meeting Minutes:
Regular City Council Meeting of February 3, 2026
Special City Council Meeting of February 17, 2026 – Closed Session
Regular City Council Meeting of February 17, 2026

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 – Regular City Council Meeting of February 3, 2026 – Meeting Minutes
Exhibit B – Special City Council Meeting of February 17, 2026 – Closed Session – Meeting Minutes
Exhibit C – Regular City Council Meeting of February 17, 2026 – Meeting Minutes

REGULAR MEETING MINUTES OF THE CITY COUNCIL

February 3, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Molina** **Mayor Morrison (via Zoom)**
Others Present:	**Alejandro Hernandez, Acting City Manager** **Richard Romero, Acting City Attorney** **Shelley Chapel, City Clerk (via Zoom)** **Robert Drew, Deputy Fire Marshal** **Rachelle Barrera, Acting Director of Finance** **Mikki Vidamo, Management Analyst II / Literacy Services Manager** **Tonya Hussain, Deputy City Clerk** **Martha Juarez, Acting Deputy City Manager** **Derek Aydelotte, NCPD Captain** **Mike Pacheco, Director of Community Services** **Ronny Soriano, Neighborhood Services Manager** **Alicia Hicks, Director of Human Resources**

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1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:01 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

AB 2449 Request:

Mayor Morrison requested to attend the meeting virtually due to “Just Cause.”

City Clerk Chapel confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

This was the first virtual City Council Meeting Mayor Morrison had attended in 2026 under the AB 2449 provision. Mayor Morrison stated that no one over the age of 18 was in the same location as he.

ACTION: City Council approved Mayor Morrison's request to participate remotely due to "Just Cause," pursuant to AB 2449.

Motion passed by roll call vote.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane, Molina, Morrison *(via Zoom)*

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by National City Christian Center Co-Pastor Robert Dominguez.

5. PUBLIC COMMENT

Vice-Mayor Molina summarized the process for acceptance of live public comment allowing three (3) minutes per comment.

In-Person Comment:
Paul Wapnowski
Ed Nieto
Liliana Armenta
Delise Vann
Larry Emerson

Virtual Comment:
Peggy Walker
Becky Rapp

Written Comment:
David Garcia Ozua

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New Hires and Promotions of City Employees

Police Captain Ayedelotte, Acting Deputy City Manager/Assistant Director of Engineering & Public Works Martha Juarez, and Deputy Fire Marshal/Fire Inspector Robert Drew announced new members of department staff.

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

7.1 ARTS Annual Report

Director of Community Development Mike Pacheco introduced A Reason to Survive Advancement Coordinator Jose Lopez, Executive Director Lucy Eagleson, and Sweetwater High School student Sierra Lezama, and Interim Executive Director Olimpia Vázquez Ojeda who provided a PowerPoint presentation.

Councilmember Rodriguez left the dais at 6:56 p.m. and returned at 6:58 p.m.

7.2 Union Tower Apartments

Community Development Manager Angelita Palma introduced Wakeland Housing President & CEO Rebecca Louie who provided a PowerPoint presentation.

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

Councilmember Yamane reported on Metro Wastewater JPA and announced that the Sweetwater Authority received a $1M grant for project funding.

Councilmember Bush spoke to the upcoming San Diego County Air Pollution Control Board meeting and Metropolitan Transit Systems meetings.

Mayor Morrison provided an update on the SANDAG Planning Committee and spoke to his attendance at SANDAG's National Association of Regional Councils in Washington, DC.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting where Transnet bond issuance, performance audit, and ArcGIS were discussed.

Councilmember Rodriguez had no report.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to approve Consent Calendar Items with the exception of Item 9.2 pulled by Councilmember Bush for discussion.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

Item pulled for discussion.

9.2 Approval of an Agreement Amendment with Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Negotiations by Extending the Agreement to February 28, 2026.

Approved Resolution No. 2026-12.

Acting City Attorney Richard Romero addressed the City Council.

Recommendation: Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Amending the Agreement between the City of National City and Liebert Cassidy Whitmore for Legal Services in the Specialized Area of Labor Negotiations by Extending the Agreement to February 28, 2026.

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

Motion carried by 4-1 vote.

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

9.3 Investment Report for the Quarter Ended September 30, 2025.

Accept and File the Investment Report for the Quarter Ended September 30, 2025.

Motion carried by unanimous vote.

9.4 Investment Transactions for the Month Ended October 31, 2025.

Accept and File the Investment Transaction Ledger for the Month Ended October 31, 2025.

Motion carried by unanimous vote.

9.5 Warrant Register No. 24 for the Period of 12/05/25 through 12/11/25 in the Amount of $1,564,617.44

Ratify Warrants Totaling $1,564,617.44.

Motion carried by unanimous vote.

9.6 Warrant Register No. 25 for the Period of 12/12/25 through 12/18/25 in the Amount of $3,826,320.19

Ratify Warrants Totaling $3,826,320.19.

Motion carried by unanimous vote.

10. STAFF REPORTS

10.1 Interim City Attorney Employment Agreement

Approved Resolution No. 2026-13.

Acting City Attorney Richard Romero introduced the item.

Recommendation: Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Appointing Heidi Skinner as Interim City Attorney and Authorizing the Mayor to Execute an Employment Agreement Between the City of National City and Heidi Skinner Effective February 4, 2026.”

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to adopt the resolution.

Motion carried by unanimous vote.

10.2 Second Amended and Restated Regional Wastewater Disposal Agreement (SARA) and Metropolitan Sewerage System Administrative Agreement No. 1.

Approved Resolution Nos. 2026-14 and 2026-15.

Acting Deputy City Manager/Asst. Director Engineering & Public Works Martha Juarez introduced Ardurra representative Carmen Kasner who provided a PowerPoint presentation.

Recommendations: Adopt Resolutions Entitled, 1) “Resolution of the City Council of the City of National City, California, Approving the Second Amended and Restated Regional Wastewater Disposal Agreement and Authorizing the Mayor to Sign the Agreement,”

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

Motion carried by unanimous vote.

and;

2) “Resolution of the City Council of the City of National City, California, Approving Administrative Agreement #1 Between the City of San Diego and the Participating Agencies in the Metropolitan Sewerage System for Unified Management of Industrial Waste Discharge Pretreatment and Enhanced Source Control Programs and Authorizing the Mayor to Sign the Agreement”.

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

Motion carried by unanimous vote.

11. CITY MANAGER’S REPORT

Acting City Manager Hernandez introduced Acting Finance Director Rachelle Barrera.

12. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13. CITY ATTORNEY REPORT

Acting City Attorney Richard Romero thanked the Mayor and Council.

14. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, February 17, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 8:06 p.m.

_____

Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of March 17, 2026.

_____

Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL
CLOSED SESSION

February 17, 2026, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** *(arrived at 5:14 p.m.)* **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Alejandro Hernandez, Acting City Manager / Police Chief** **Heidi Skinner, Interim City Attorney** **Richard Romero, Assistant City Attorney** **Shelley Chapel, City Clerk** **Tonya Hussain, Deputy City Clerk** **Alicia Hicks, Human Resources Director**

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1 CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:06 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush *(arrived 5:14 p.m.)*, Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

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

In Person Comment: Ed Nieto

5. CLOSED SESSION

Members retired into Closed Session at 5:11 p.m. and returned at 6:04 p.m. with all members present in attendance: Bush (arrived 5:14 p.m.), Rodriguez, Yamane, Molina, Morrison, Skinner, and Romero.

Staff entered Closed Session at 5:11 p.m. for Item No. 5.1; Hicks, Juarez, and Hernandez.

Interim City Attorney Skinner announced there was no reportable action taken by the City Council.

5.1 **PUBLIC EMPLOYMENT**
Government Code Section 54957(b)(1)
Position: City Manager

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, February 17, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:06 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of March 17, 2026.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

February 17, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush**
	Councilmember Rodriguez
	Councilmember Yamane
	Vice-Mayor Molina
	Mayor Morrison
Others Present:	**Alejandro Hernandez, Acting City Manager**
	Heidi Skinner, Interim City Attorney
	Shelley Chapel, City Clerk
	Rachelle Barrera, Acting Director of Finance
	Pedro Garcia, Economic Development Manager
	Danielle Ghio, City Librarian
	Alicia Hicks, Director of Human Resources
	Tonya Hussain, Deputy City Clerk
	Martha Juarez, Acting Deputy City Manager
	Steve Manganiello, Director of Engineering/Public Works
	Sergio Mora, Fire Chief
	Mike Pacheco, Director of Community Services
	Martin Reeder, Director of Community Development
	Chris Sullivan, Police Captain
	Ron Williams, IT Manager

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1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:15 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by Southport Christian Center Pastor Carolyn Nicklos.

Mayor Morrison announced that the meeting would be adjourned in memory of Firefighter Michael Mejia. The Mayor called for a moment of silence in his honor.

Battalion Chief Jeremy Day thanked the City Council for their support.

Mayor Morrison announced the approval of the City's Balanced Plan by the Board of Port Commissioners.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment.

Virtual comment:
Judi Strang
Peggy Walker
Barbara Gordon
Madison Rapp
Becky Rapp

Councilmember Rodriguez left the dais at 6:43 p.m. and returned at 6:47 p.m.

6. PROCLAMATIONS AND RECOGNITION

Mayor Morrison introduced the Proclamation.

6.1 Proclamation - Black History Month

The proclamation was accepted by community members Donny Taylor, Daysha Taylor, and Destiny Taylor.

Item taken out of order.

9.1 San Diego Regional Fire Foundation Grant

Adopted Resolution No. 2026-18.

PowerPoint presented by Emergency Manager Walter Amedee and Fire Chief Sergio Mora. San Diego Regional Fire Foundation Board Chair Frank Ault and Executive Director Joan Jones addressed the Council.

Councilmember Marcus Bush left the dais at 7:02 p.m. and returned at 7:03 p.m.

Interim City Attorney Heidi Skinner clarified a correction to the funding source, which should read as follows:

#282-70-22-22731-7518 Fire Department San Diego Foundation Grant - Public Safety Equipment (Expenditure)

#282-70-22-22731-3464 Fire Department San Diego Foundation Grant - Other Grants (Revenue)

#100-70-22-22100-7399 Fire Department - Materials and Supplies (Expense)

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of Funds in the Amount of $74,000 from the San Diego Regional Fire Foundation for the National City Fire Department to Purchase Portable Radios and Equipment for the Emergency Operations Center, and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation and Corresponding Revenue Budget in the Amount of $74,000."

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

Motion carried by unanimous vote.

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

Councilmember Yamane reported on the water rates of the Sweetwater Authority.

Councilmember Bush provided an update on the Metropolitan Transit System Board and the delay of the pension debt payoff. Councilmember Bush announced the recent appointment of a new Chair of the Air Pollution Control District.

Councilmember Rodriguez left the dais at 7:10 p.m. and returned at 7:11 p.m.

Vice-Mayor Molina provided an update on the SANDAG Board of Directors Meeting and discussed future plans for managed lanes on San Diego's freeways.

Mayor Morrison spoke to his recent attendance at the National Association of Regional Councils in Washington, D.C. representing SANDAG and to the 2026 CalDesal Annual Conference in Sacramento to discuss water desalination.

8. CONSENT CALENDAR

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to approve Consent Calendar Items with the exception of Items 8.5 pulled by Councilmember Yamane for discussion and Item 8.6 pulled for public comment.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

8.2 Approval of the City Council Meeting Minutes.

Approve and file.

Motion carried by unanimous vote.

8.3 Authorize the Purchase of a Vactor Truck for the Engineering & Public Works Streets and Wastewater Division

Adopted Resolution No. 2026-16.

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 # 101221-VTR with Vactor Manufacturing for the Purchase of a Vactor 2110-16" Sewer Cleaner Truck in a Not-to-Exceed Amount of $724,000 for the Public Works Streets and Wastewater Division; 2) Authorizing a Fiscal Year 2026 Budget Adjustment to Transfer $124,000 from the Sewer Fund to the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of up to $72,400 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

Motion carried by unanimous vote.

8.4 Execution of a Grant Agreement with the Federal Highway Administration for $144,000 through the Safe Streets and Roads for All Grant Program.

Adopted Resolution No. 2026-17.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the City Manager to Execute a Grant Agreement with the Federal Highway Administration through the Safe Streets and Roads for All Grant Program; 2) Authorizing the Establishment of an

Engineering Grants Fund Appropriation of $144,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $36,000."

Motion carried by unanimous vote.

Item pulled for discussion.

8.5 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for On-Site Beer and Wine Sales at a New Restaurant to be Located at 21 West 7th Street.

Councilmember Yamane discussed the item.

Recommendation: Staff recommends Approval of Beer and Wine Sales for On-Site Consumption (ABC Type-41) at a New Restaurant, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2026-01, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Development Zone 1B and would be Accessory to Food Sales at the New Restaurant.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane for the item to return for a Public Hearing at the March 17, 2026 City Council meeting.

Motion carried by unanimous vote.

Item pulled for public comment.

8.6 Temporary Use Permit – Kimball Park Spring Carnival hosted by Paul Maurer Shows at Kimball Park from Thursday, April 16, 2026, through Sunday, April 19, 2026, with No Waiver of Fees.

Public comment received from Tom Brown and Brian Clapper.

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

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez for staff to hold discussions with the applicant and for the item to return at the March 3, 2026 Council meeting for City Council discussion.

Motion carried by unanimous vote.

8.7 Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 20, 2026 to March 9, 2026 at the Westfield Plaza Bonita Mall with No Waiver of Fees.

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

Motion carried by unanimous vote.

8.8 Warrant Register No. 26 for the Period of 12/19/25 through 12/25/25 in the Amount of $1,175,968.21

Ratify Warrants Totaling $1,175,968.21.

Motion carried by unanimous vote.

8.9 Warrant Register No. 27 for the Period of 12/26/25 through 1/1/26 in the Amount of $3,125,497.30

Ratify Warrants Totaling $3,125,497.30.

Motion carried by unanimous vote.

9. STAFF REPORTS

Councilmember Bush left the dais at 7:42 p.m. and returned at 7:44 p.m.

9.2 2026 Strategic Plan Presentation

Councilmember Rodriguez left the dais at 8:21 p.m. and returned at 8:22 p.m.

Acting City Manager Alejandro Hernandez introduced the item. Staff and Department Directors provided a PowerPoint presentation and overview of strategic plans for all City departments.

ACTION: Councilmember Bush, seconded by Vice-Mayor Molina moved to accept the current strategic plan.

Motion carried by unanimous vote.

Vice-Mayor Molina left the dais at 8:46 p.m. and returned at 8:47 p.m.

10. CITY MANAGER'S REPORT

Acting City Manager Hernandez provided closing comments.

11. ELECTED OFFICIALS REPORT

11.1 Consideration of the Creation of a Homeownership Sub-Committee – "Our Future is Homeownership."

Councilmember Yamane and Councilmember Rodriguez introduced the item.

Staff Recommends that the City Council:

1. Discuss the Proposal to Create a Homeownership Sub-Committee; and

2. Provide Direction Regarding the Formation, Scope, Composition, and Term of the Proposed Sub-Committee.

City Council appointed an Ad Hoc committee consisting of Councilmember Yamane and Councilmember Rodriguez and for the Sub-Committee to provide a scope and return to the City Council at a future City Council meeting.

Councilmembers provided closing remarks.

12. CITY ATTORNEY REPORT

Mayor Morrison introduced Interim City Attorney Skinner who announced that there was no reportable action on Closed Session Item No. 5.1.

5.1 PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)
Position: City Manager

13. ADJOURNMENT

Mayor Morrison adjourned the meeting in honor of Firefighter Michael Mejia to the Regular Meeting of the City Council of the City of National City, Tuesday, March 3, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:13 p.m.

_____
Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of March 17, 2026.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: City Attorney's Office
Prepared by: Heidi A. Skinner, Interim City Attorney
Meeting Date: Tuesday, March 17, 2026
Approved by: Alejandro Hernandez, Acting City Manager

SUBJECT:
Approval of an Amendment to the Agreement with Civica Law Group, APC, for Legal Services in Connection with a Specific Code Enforcement Litigation by Increasing the Not-to-Exceed Amount by $425,000, for a New Total Not-to-Exceed Amount of $ 500,000.

RECOMMENDATION:
Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing an Amendment to the Agreement between the City of National City and Civica Law Group, APC, for Legal Services in the Specialized Area of Code Enforcement by Increasing the Not-to-Exceed Amount by $425,000, for a New Total Not-to-Exceed Amount of $500,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Civica Law Group, APC, is a law firm that specializes in code enforcement legal services including receiverships, nuisance abatements and cost recovery.

On February 20, 2024, with City Council approval, the City entered into an Agreement with Civica Law Group, APC, to provide specialized services in Code Enforcement including receiverships, nuisance abatements and cost recovery, and provide support on other matters as assigned for a not-to-exceed amount of $75,000 per case.

Civica Law Group, APC, has been retained to handle litigation in the case titled *The People of the State of California, by and through the City of National City, et al. v. Kabeer Investments Group, Inc., et al*. The litigation is still ongoing and, to ensure continued representation by Civica Law Group, APC, in the litigation, City staff recommends amending the existing Agreement as it pertains to the litigation to increase the not-to-exceed amount by $425,000, for a new total not-to-exceed amount of $500,000.

FINANCIAL STATEMENT:
There are no additional appropriations being requested at this time. The City Attorney's Office is in the process of assessing their Maintenance & Operations needs for the remainder of the fiscal year and will bring recommendations for budget adjustments to the City Council in April.

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

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Agreement
Exhibit B – Amendment
Exhibit C – Resolution

AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CIVICA LAW GROUP, APC

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made as of the 20th day of February, 2024 between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and CIVICA LAW GROUP, APC, (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. **Retainer.** The CITY hereby retains the FIRM to assist in representing the CITY in connection with receivership, nuisance abatement, and code enforcement legal services in order to rehabilitate dangerous nuisance properties in the CITY, to prevent the spread of blight, to enforce the CITY's municipal codes, and to protect the health and safety of the community, subject to this Agreement.

Article 2. **Effective Date and Term.** This Agreement shall be effective on the date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. **Scope of Services.** The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: administrative, criminal, and civil nuisance abatement, code enforcement, and police services legal services, and support on other matters as assigned ("LEGAL SERVICES"). It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. **Compensation.** Compensation paid under this Agreement shall be a blended hourly rate of $295 for attorneys and $180 for paralegals and law clerks.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY's approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed $75,000.00 per case for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of $.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Barry J. Schultz, City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY'S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. **Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. **Confidentiality of Work.** All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. **Compliance with Controlling Law.** The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. **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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

Article 9. **Indemnification.** The CITY shall indemnify, defend, and hold the FIRM harmless for any claims, actions, liabilities, or losses by any third parties arising out of any work performed by the FIRM for the CITY the same as the CITY would for CITY employees. This indemnity is intended to protect the FIRM from lawsuits that are filed by third-parties against public agencies, such as the CITY, especially in nuisance abatement matters, where representatives of those public agencies are often named despite only being involved within their official capacity as agents of those public agencies. The FIRM shall indemnify, defend, and hold the CITY harmless from and against any claims, actions, liabilities, or losses by any third-parties arising out of the FIRM's professional liability obligations to the CITY, including payment of all attorney's fees, consultant's fees, and other expenses to investigate the professional liability, as well as the quality of work performed by the FIRM for the CITY in prosecuting lawsuits, and otherwise providing those services described in this Agreement to the CITY.

Article 10. **Insurance.** The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability** Insurance (errors and omissions) with minimum limits of $1,000,000 per claim.

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 the "location". The "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 FIRM'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.

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 FIRM 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 FIRM does not keep all insurance policies required by this Article 10 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 Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the FIRM 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 FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Article 11. **Drug Free Work Place.** The FIRM 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 FIRM pursuant to this Agreement shall contain this provision.

Article 12. **Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

Article 13. **Notification of Change in Form**. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. **Notices**. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail,

postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: attorney@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Chief Operating Officer
Civica Law Group, APC
4000 Barranca Parkway
Irvine, CA 92604

and to: msilver@civicalaw.com
hnegrete@civicalaw.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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. *Headings.* 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. *California Law*. This Agreement shall be construed and interpreted 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.

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

I. *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.

J. *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.

K. *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, and (iii) 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.

CIT [redacted]

By: [redacted]
Ron Morrison, Mayor

CIVICA LAW GROUP, APC
(Co [redacted] *o corporate officers)*

By [redacted], Esq.

Title: Managing Partner

APP [redacted]

By: [redacted]
Barry J. Schultz
City Attorney

FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CIVICA LAW GROUP, APC

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this ___ day of March, 2026, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and CIVICA LAW GROUP, APC ("FIRM").

RECITALS

WHEREAS, the CITY and the FIRM entered into an agreement on February 20, 2024 (the "Agreement"), wherein the FIRM agreed to provide specialized legal services in connection with nuisance abatement, receiverships, and code enforcement for a not-to-exceed amount of $75,000 per case; and

WHEREAS, the FIRM represents the CITY in the case titled *The People of the State of California, by and through the City of National City, et al. v. Kabeer Investments Group, Inc., et al*. (the "Litigation"), and has provided legal services associated with the Litigation; and

WHEREAS, the Litigation is still ongoing and, based on the FIRM's performance and quality of work, and to ensure continuation of legal services associated with the Litigation up to, and including at trial, the CITY desires to have FIRM continue providing such specialized legal services for the CITY, and the FIRM is willing to perform such services; and

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed amount for the Litigation by $425,000, for a total not-to-exceed amount of $500,000.00.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The February 20, 2026 Agreement is hereby amended to increase the not-to-exceed amount by $425,000, for a total not-to-exceed amount of $500,000, for services pertaining to the case titled *The People of the State of California, by and through the City of National City, et al. v. Kabeer Investments Group, Inc., et al*.

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the February 20, 2024 Agreement shall remain in full force and effect.

/ / /

/ / /

/ / /

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

CITY OF NATIONAL CITY

By:
_____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By:
_____
Heidi Skinner
Interim City Attorney

CIVICA LAW GROUP, APC

By:
_____
(Name)

_____
(Print)

_____
(Title)

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CIVICA LAW GROUP, APC, FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF CODE ENFORCEMENT BY INCREASING THE NOT-TO-EXCEED AMOUNT BY $425,000, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $500,000.

WHEREAS, on February 20, 2024, the City of National City ("City") entered into an agreement with Civica Law Group, APC ("Civica") to represent the City in connection with nuisance abatement, receiverships, and code enforcement matters, for a not-to-exceed amount of $75,000 per case (the "Agreement"); and

WHEREAS, Civica represents the City in the case titled *The People of the State of California, by and through the City of National City, et al. v. Kabeer Investments Group, Inc., et al*. (the "Litigation"), and has provided legal services associated with the Litigation including drafting and responding to pleadings, discovery, motions, site inspections, and related trial work; and

WHEREAS, the Litigation is still ongoing and, as a result, the parties desire to amend the Agreement by increasing the not-to-exceed amount for the Litigation by $425,000, for a new total not-to-exceed amount of $500,000, to ensure continued legal representation for the City up to, and through, trial and appeals, if any.

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 amendment, attached as Exhibit B to the Agenda Report, to the February 20, 2024 Agreement between the City of National City and Civica Law Group, APC to increase the not-to-exceed amount by $425,000, for a new total not-to-exceed amount of $500,000, as it pertains to services for the case titled *The People of the State of California, by and through the City of National City, et al. v. Kabeer Investments Group, Inc., et al*..

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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Library**
Prepared by: **Danielle Ghio, Director of Library Services**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
California State Library Lunch at the Library Grant Funds Acceptance

RECOMMENDATION:
Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or Designee to Accept the California State Library Grant in the Amount of $6,428 to Fund the National City Public Library's Lunch at the Library Program for Summer 2026, and Authorizing the Establishment of a Library Grants Fund Appropriation and Corresponding Revenue Budget in the Amount of $6,428."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Approved by the Board of Library Trustees at the Regular Meeting of March 4, 2026.

EXPLANATION:
The National City Public Library began a Lunch at the Library pilot program in 2024 to support providing summer meals to children and youth. The program was successful and a second grant in the amount of $6,138 was received the following year. The focus of the program is to provide summer meal sites with learning and enrichment opportunities and wraparound community services in conjunction with meals.

The National City Public Library will again partner with Heaven's Windows, a non-profit whose mission is to aid struggling families, seniors, homeless individuals with free groceries and children with free meals when school is not in session. Heaven's Window will supply, deliver, and serve nutritious meals to children up to 18 years of age over the course of 10 weeks in the summer.

The California State Library grant is designed to establish summer meal sites that also provide programming, farm-to-table resources, and enrichment activities, and develop and build local and regional networks to connect families with nutritious summer meals to reduce summer hunger. This opportunity supports libraries in implementing innovative and often larger-scale efforts to connect more children, teens, and families with nutritious meals during the summer.

The California State Library Summer 2026 grant of $6,428 will be awarded in one installment. Funds will pay for enrichment activities, marketing, instructional materials, and supplies.

FINANCIAL STATEMENT:
Approval of the Resolution would authorize the establishment of a Library Grants Fund (Fund 320) appropriation of $6,428 in account no. 320-50-41-41411-7399- (Materials and Supplies) and a corresponding revenue budget in account no. 320-50-41-41411-3463- (Other State Grants).

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 - California State Library Award Letter
Exhibit B - Resolution

Docusign Envelope ID: 2A07016D-2EB6-4AA1-A194-E95F7988B9E4

CALIFORNIA STATE LIBRARY

January 27, 2026

Danielle Ghio, Director of Library Services
National City Public Library
1401 National City Blvd
National City, CA 91950

Dear Director of Library Services Danielle Ghio:

We are pleased to approve the grant application for the LATL Summer 2026 project for a total of $6,428 in state grant funds. National City Public Library will receive $6,428 of the award upon execution and approval of the grant agreement, certification, and claim forms.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule. Your approved budget is attached and can also be found in our grant management system. Login to view and manage your grant here: www.gotomygrants.com.

In Process

Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor.

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Robyn McCreight. Robyn is available to assist you throughout the year and can be reached via email at robyn.mccreight@library.ca.gov. Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Signed by:
Greg Lucas
BDA509B1C41C416...

Greg Lucas
California State Librarian

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Docusign Envelope ID: 2A07016D-2EB6-4AA1-A194-E95F7988B9E4

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	LATL25-42A
Library/Organization:	National City Public Library
Project Title:	LATL Summer 2026
Award Amount:	$6,428
Start Date:	February 1, 2026
End Date:	January 31, 2027

Please understand that it can take from six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

Lunch at the Library participants are required to provide financial and narrative reports as outlined in the grant terms and conditions (May 30, 2026, August 30, 2026, November 30, 2026, and Outputs Forms and Outcomes Surveys due September 10, 2026); final financial and narrative reports by February 28, 2027; and updates upon request. Reports will be submitted to the grant management system here: www.gotomygrants.com.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. See item 41 in the Terms and Conditions to view the payment schedule for your grant.

CONTACT

We want your project to be successful. Please work with the grant monitor and project consultant in implementing your project:

In Process

Grant Monitor:	Robyn McCreight
Monitor Phone Number:	916-603-6716
Monitor Email Address:	Robyn.mccreight@library.ca.gov
Project Consultant	Kaela Villalobos
Consultant Email Address	kaela.villalobos@library.ca.gov

Cc:
Kimberly Stephenson, kstephenson@nationalcityca.gov
Robyn McCreight, Robyn.mccreight@library.ca.gov
Kaela Villalobos, kaela.villalobos@library.ca.gov
stategrants.fiscal@library.ca.gov

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT THE CALIFORNIA STATE LIBRARY GRANT IN THE AMOUNT OF $6,428 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S LUNCH AT THE LIBRARY PROGRAM FOR SUMMER 2026, AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF $6,428

WHEREAS, the California State Library grant is designed to establish summer meal sites that also provide programming, farm to table resources, enrichment activities and develop and build local and regional networks to connect families with nutritious summer meals to reduce summer hunger. This opportunity supports libraries in implementing innovative and often larger-scale efforts to connect more children, teens, and families with nutritious meals during the summer; and

WHEREAS, the National City Public Library began a Lunch at the Library pilot program in 2024 which supports providing summer meals to children and youth. The focus of the program is to provide summer meal sites with learning and enrichment opportunities and wraparound community services in conjunction with meals; and

WHEREAS, the National City Public Library was awarded $6,428 from the California State Library to fund a Lunch at the Library program in Summer 2026 for our community residents.

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 $6,428 from the California State Library to fund the National City Public Library's Lunch at the Library Program for Summer 2026 and authorizes the establishment of a Library Grant Fund appropriation and corresponding revenue budget in the amount of $6,428.

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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Information Technology**
Prepared by: **Ron Williams, IT Manager**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Citywide Sharp Multi-Function Device Lifecycle Replacement

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 the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement #188627 through the State of California Participating Addendum #7-24-70-46-07 with Sharp Business Systems, a Division of Sharp Electronics Corporation, for the Lease and Maintenance of Twenty-four Multi-Function Devices; and 2) Authorizing the City Manager to Execute All Documents Related to the Lease and Maintenance of the Sharp Multi-function Devices."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City of National City's current fleet of twenty multi-function copiers was acquired in 2018 and has exceeded its useful life. At the time of purchase, the devices met the City's needs for printing, copying, scanning, and faxing. As time has progressed, print volumes and digital workflow demands have increased, and the need for copiers has grown to twenty-four. With those demands, cybersecurity requirements have also increased. Security features on newer devices, such as advanced data encryption and enhanced network monitoring, reduce the risk of data breaches and non-compliance across the organization.

The annual cost for the new fleet consists of **$37,116 in lease payments** ($3,093 per month) plus maintenance and metering charges (approximately **$5,200 per month**) based on monthly per-page volume and print type for a five-year term. The per-page rates are **$0.00490 for black-and-white** and **$0.04900 for color** prints.

In order to expedite product delivery and take advantage of competitive pricing, staff has identified an opportunity for the City of National City to piggyback onto the NASPO ValuePoint Master Agreement #188627 through the State of California Participating Addendum # 7-24-70-46-07 with Sharp Business Systems, a division of Sharp Electronics Corporation, to allow for the lease-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 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 that the NASPO ValuePoint Master Agreement # 188627 with Sharp Electronics Corporation was competitively bid through a Request for Proposals (RFP) process, and that the NASPO procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that the City Council adopt the resolution as stated.

FINANCIAL STATEMENT:
Appropriations for the acquisition of the multi-function copiers are available in the Information Technology Maintenance & Operations Fund budget in account no. 629-10-13-13600-7268.

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.

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 – Maintenance Agreement
Exhibit B – Lease Purchase Agreement
Exhibit C – Amendment to Lease-Purchase Amendment
Exhibit D – NASPO Master Agreement # 188627
Exhibit E – Participating Addendum # 7-24-70-46-07
Exhibit F – Resolution

SHARP
SHARP BUSINESS SYSTEMS

CUSTOMER CARE MAINTENANCE AGREEMENT

ACCOUNT ID# | SALES REP: Jason Wedge | ACCOUNT ID# | START DATE:

CUSTOMER BILL TO INFORMATION		
COMPANY NAME		
City of National City		
ADDRESS		
1243 National City Blvd.		
CITY	STATE	ZIP CODE
National City	CA	91950
BILLING CONTACT	DEPARTMENT	
PHONE		
EMAIL ADDRESS		
POOL CONTRACT NUMBER	GROUP IDENTIFIER	
AUTHORIZING CONTRACT NUMBER (GSA/SOURCEWELL/STATE,ETC.)		
PURCHASE ORDER NUMBER		

CUSTOMER LOCATION		
COMPANY NAME		
City of National City		
ADDRESS		
1243 National City Blvd.		
CITY	STATE	ZIP CODE
National City	CA	91950
SERVICE CONTACT	PHONE	
EMAIL ADDRESS		
METER CONTACT	PHONE	
EMAIL ADDRESS		
MICAS CONTACT	PHONE	
Juan Pena	619-336-4378	
EMAIL ADDRESS		
jpena@nationalcityca.gov		

SUMMARY

TERM:	BASE CHARGE TOTAL	SMART RATE	PRINT SECURITY	CONSOLIDATE SBS BILLING?
60	$0.00 Per Quarter	$0.00	$0.00	NO

AGREEMENT ENTITLEMENT

Labor	Parts	Drums	B Toner	C Toner	Staples
YES	YES	YES	YES	Yes	YES

DETAIL OF CHARGES

POOL BILLING	*Base Charge Included in Lease*	CATEGORY	BASE CHARGE SUBTOTALS	FREQUENCY	CATEGORY	INCLUDED IMAGES	FREQUENCY	EXCESS CHARGE
	NO	BW	$0.00	Quarterly	BW	0	Quarterly	0.00490
		COLOR	$0.00		COLOR	0	Quarterly	0.04900
	NO	BW	$0.00	Quarterly	BW	0	Quarterly	
		COLOR	$0.00		COLOR	0	Quarterly	
	NO	BW	$0.00	Monthly	BW	0	Quarterly	
		COLOR	$0.00		COLOR	0	Quarterly	

SBS BILLING	SMART RATE SUBTOTALS			ITEMIZED BY TYPE & QTY	BW		COLOR	
					QUANTITY	RATE	QUANTITY	RATE
Smart Rate billed by SBS	NETWORKED PRINTERS/DESKTOPS	$0.00	Monthly, In arrears	NETWORKED PRINTER/DESKTOP	0		0	
	LOCAL/SINGLE USER PRINTERS/DESKTOPS	$0.00		LOCAL/SINGLE USER PRINTER	0		0	
				LOCAL/SINGLE USER DESKTOP	0			

COMMENTS / SPECIAL INSTRUCTIONS

POOL	MODEL	SERIAL #	ID #	BW Start Meter	Color Start Meter	Physical Location
	BP-90C70					COMMUNITY SERVICES, SUITE B (MLK)
	BP-71C55					COPY ROOM 1ST FLOOR (CH)
	BP-71C55					POLICE RECORDS (PD)
	BP-71C55					POLICE ADMINISTRATION (PD)
	BP-71C31					POLICE REPORT WRITING (PD)

AUTHORIZATION

X	I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.
	Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes. Sharp Business Systems is a division of Sharp Electronics Corporation.

Sharp Authorization | DATE

AUTHORIZED CUSTOMER PRINTED NAME

AUTHORIZED CUSTOMER SIGNATURE | DATE

CUSTOMER CARE MAINTENANCE AGREEMENT
EQUIPMENT COVERED CONTINUED

POOL	MODEL	SERIAL #	ID #	BW Start Meter	Color Start Meter	Physical Location
	BP-51C26					TRAFFICE DEPARTMENT (PD)
	BP-51C26					PROPERTY EVIDENCE (PD)
	BP-71C31					INVESTIGATIONS (PD)
	BP-51C26					COUNCIL CH2 (CH)
	BP-71C31					HUMAN RESOURCES DEPARTMENT, SUITE A (MLK)
	BP-71C45					2ND FLOOR CITY MANAGER ATTORNEY (CH)
	BP-71C45					FINANCE (CH)
	BP-51C26					FIRE STATION 34 (FS34)
	BP-51C26					FIRE STATION 31 (FS31)
	BP-51C26					FIRE STATION 33 (FS33)
	BP-51C26					SENIOR CENTER (SC)
	BP-51C26					LIBRARY ADMINISTRATION (LIB)
	BP-71C31					LIBRARY LITERACY WINGS (LIB)
	BP-71C31					LIBRARY CHILDRENS PUBLIC (LIB)
	BP-71C31					LIBRARY CIRCULATION DEPARTMENT (LIB)
	BP-71C31					LIBRARY COMPUTER LAB (LIB)
	BP-51C26					PUBLIC WORKS (PW)
	BP-71C31					COMPUTER LAB (CH)
	BP-71C31					ENGINEERING DEPARTMENT (CH)

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, other causes beyond the control of COMPANY or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, COMPANY may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the COMPANY Authorized Personnel, or if parts, accessories, or components not meeting machine specifications are added to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to COMPANY's standard overtime rates in effect at the time of the Maintenance visit. COMPANY will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below. COMPANY reserves the right to exchange unit in certain situations rather than service on site.

3. REPAIR AND REPLACEMENT OF PARTS All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.

4. MAJOR REPAIRS, REPLACEMENT, AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of COMPANY, an Overhaul be necessary for the Equipment to be in working condition, COMPANY will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, COMPANY may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, COMPANY may make service available on a "Per Call" basis based upon COMPANY's standard rates in effect at the time of service. During the term of this Agreement, if it is determined by COMPANY, in its reasonable estimation and after reasonable efforts, that Equipment maintained under the scope of this Agreement needs to be replaced or reconditioned due to (a) two service events within a six month time frame or (b) a service event cost exceeding the current market price to replace the machine, COMPANY has the right to deem Equipment that meets either (a) or (b) as unserviceable upon submission of written notice to Customer. In the event Equipment is deemed unserviceable in accordance with the foregoing sentence, Customer may elect to either (a) have the Equipment reconditioned at Customer's expense, (b) order a new piece of compatible Equipment, or (c) remove this piece of Equipment from the agreement.

Addition or Removal of Equipment: Customer is required to immediately notify COMPANY upon installation of any additional equipment at Customer's site capable of using COMPANY supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract, unless COMPANY determines the new equipment is out of contract scope. Customer is required to notify COMPANY of any equipment changes or disposition (i.e. physically moved or removed for retirement purposes, etc.). For both additions and deletions to the Equipment, Customer must submit a configuration report generated from the printer to COMPANY.

5. USE OF COMPANY SUPPLIES Customer is obligated to use COMPANY approved supplies under this Agreement. If, however, the Customer uses other than COMPANY approved supplies (other than paper) and such supplies result, in COMPANY's reasonable judgment, additional Maintenance, then COMPANY may, at its option, assess a surcharge or terminate this Agreement. If COMPANY terminates this Agreement, COMPANY may make service available on a "Per Call" basis based upon COMPANY's standard rates in effect at the time of service.

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. COMPANY will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, COMPANY will invoice and the Customer agrees to pay, for the excess supplies at COMPANY's current retail prices then in effect. COMPANY reserves the right to charge for supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement. If color toner is included in this Agreement. Color toner is defined as cyan, magenta, and yellow. All other toner is billable.

7. ELECTRICAL REQUIREMENTS In order to ensure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. At the end of each twelve (12) month period of the Agreement, COMPANY reserves the right to increase and/or otherwise modify its service rates and services. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within thirty (30) days of the date of the COMPANY invoice. Past due amounts shall accrue interest at a rate not to exceed 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new COMPANY service territory, COMPANY shall have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current COMPANY service territory and that of the new COMPANY service territory (on a pro rata basis). If such Equipment is moved beyond any COMPANY service territory, COMPANY reserves the right to cancel this Agreement, upon written notice to the Customer, or COMPANY may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing COMPANY may take into account the distance to Customer's new location and COMPANY published rates for COMPANY's "time and materials", "Per Call" service. A fuel surcharge may be imposed when fuel prices exceed 10% of the cost of fuel at the execution of this agreement. COMPANY may charge a credit card fee of up to three percent (3%) on credit card transactions, in compliance with state and local laws. The lease and maintenance agreements have separate terms and conditions that apply to each respectively and may have different terms of length. If a lease term concludes, the monthly maintenance payment may be different once the lease term ends.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, COMPANY may estimate the meter based upon historical meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. A monthly service fee may be assessed if Customer elects for non-participation in the COMPANY meter collection automation software. In the event Synappx applications are utilized to facilitate automated remote service, including, but not limited to, meter collection, toner replenishment, or other Maintenance Services, the Synappx Terms of Use located at https://business.sharpusa.com/synappx-support/about/termsofuse as updated from time to time by COMPANY, shall govern and are expressly incorporated into this Agreement. COMPANY will only access, retain, use, or disclose Customer data as required for the specific purpose of performing the services and in accordance with applicable laws.

10. TERM This Agreement shall become effective upon COMPANY's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one-year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay COMPANY the COMPANY excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreements (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, COMPANY may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to COMPANY within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to COMPANY whatsoever for any further fees or expenses arising hereunder. In the event COMPANY terminates this Agreement because of the breach of Customer, COMPANY shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold COMPANY, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("COMPANY Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or

business or to any other person by reason of any act, neglect, omission or default by Customer or Customers' employees, agents, vendors, contractors or representatives. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action COMPANY may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. COMPANY shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by COMPANY in connection with actions taken by COMPANY or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on COMPANY's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any COMPANY transactions with Customer. The foregoing provisions of this paragraph 12 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCESSORS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same COMPANY, operation, or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed or electronic signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY.

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall COMPANY be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information in any way related to the Equipment or the actions of COMPANY. The Customer acknowledges that the Maintenance for MFPs provided by COMPANY is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services, or support beyond the MFP. COMPANY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, CAUSED BY EITHER COMPANY'S ACTIONS OR COMPANY'S PRODUCTS, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION OCCURRED.

20. THIRD PARTY PRODUCTS Any third party products provided to Customer by COMPANY, or any third party products that Customer will utilize through COMPANY's services, pursuant to this Agreement including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Customer "as is". COMPANY shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Customer, but will have no liability whatsoever for such Third Party Products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between COMPANY and Customer, and COMPANY shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products. In no event will COMPANY be liable for any damages caused by performance or non-performance of any Third Party Product. In addition, COMPANY assumes no liability for failure of equipment or software or any losses resulting from such failure.

21. PRIVACY
Customer and COMPANY both agree to comply with each of their respective obligations under the applicable information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data now in place or that may come into place during the term of this Agreement (collectively, the "Privacy Laws"). Customer is and shall remain the controller of all of its data for purposes of all Privacy Laws and shall determine the scope, purposes, and manner by which COMPANY may access such data. COMPANY shall only access, retain, use or disclose any Customer data as required for the specific purpose of performing the Services.

22. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY
Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"), provided Creating Party's IP is not made by using or referencing to the other party's owned intellectual property rights. The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party.

23. FORCE MAJEURE COMPANY shall not be liable to Customer for any failure or delay caused by events beyond COMPANY's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

24. NO WARRANTY COMPANY DISCLAIMS ALL WARRANTIES, EXPESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATABILTY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

25. INSURANCE COMPANY and Customer shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement, including but not limited to, workers compensation and general liability with a limit not less than $1,000,000 per occurrence. The Customer shall maintain Tech E&O liability insurance in an amount not less than $1,000,000. If a security package is selected, the Customer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, ransomware, 3rd party liability, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Coverage should be primary and noncontributory for each policy. COMPANY and its entities, affiliates, etc. should be named as additional insured. A waiver of subrogation should apply. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability A+.

26. **MISCELLANEOUS** Additional loading of other drivers, utilities, security updates, anti-virus, or other programs to existing workstations/servers that causes COMPANY supported products to malfunction is not covered under this Agreement and will be billed at the current hourly rate. It is the responsibility of the Customer to perform all necessary backups on the PC or Network prior to any installation or update. COMPANY bears no responsibility for any damages, data or productivity loss from said PC or Network Devices. Derivative Works: Customer shall not (i) modify, copy or create derivative works based on any COMPANY Software: (ii) frame or mirror any content forming part of the Software or Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the COMPANY Software.

WELLS FARGO

SLG Tax-Exempt Pricing

Lease Purchase Agreement # 420-0169269-001

EQUIPMENT

Equipment MFG Model & Description	Serial Number	Accessories

☒ See attached schedule for additional Equipment / Accessories

Billing Address: 1243 National City Blvd., National City, CA 91950

Equipment Location:

SUPPLIER

Sharp Business Systems

Name

8670 Argent Street

Address

Santee | CA | 92071

City | State | Zip Code

TRANSACTION TERMS

Purchase Option: $1.00 Interest Rate: 6.78 % per annum

Lease Payment: $ 3,093.00 (plus applicable taxes) Term: 60 (months)

Billing Period: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually (Monthly if not checked)

The following additional payments are due on the date this Lease is signed by you:

Advance Payment: $ 0 (plus applicable taxes) Applied to: ☐ First ☐ Last

Document Fee: $125.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.

WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. COMMENCEMENT OF LEASE. Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. LEASE PAYMENTS. You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. LEASE CHARGES. You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (the amounts set forth in clause (a) through (d) being collectively referred to as "Lease Charges"). For U.S. federal income tax purposes, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment and we shall in no event be liable to you if you fail to secure any U.S. federal income tax benefits available to the owner of the Equipment. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of $25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

Continued on Page 2

LESSOR ("We", "Us")

Wells Fargo Bank, N.A.

By: X _____

Name: _____

Title: _____ Date: _____

LESSEE ("You")

City of National City

(Lessee Full Legal Name)

By: X _____

Name: _____ Title: _____

Date: _____ Federal Tax ID: _____

4. PAYMENT OF TAXES. In addition to the Lease Payments under this Lease, you agree to pay all sales, use, excise, gross receipts and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, use or operation, control or maintenance thereof and relating to this Lease, whether due before or after the end of the Term to the extent legally permissible. You also agree to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment during the term of this Lease and, if we ask, provide us with proof of payment. You agree that if we are required by the applicable taxing jurisdiction to pay such taxes, you will promptly reimburse us for such tax payment.

5. LATE CHARGES. For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or $35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. OWNERSHIP, USE, MAINTENANCE AND REPAIR. The parties agree that it is their mutual intention that you shall be considered the owner of the Equipment (other than Software) for various purposes, including federal income tax purposes, as of the Commencement Date, and you hereby grant to us and we reserve a security interest in the Equipment to secure all of your obligations under this Lease. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. INDEMNITY. You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease.

8. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of the following amounts (such sum hereinafter the "Casualty Value"): (i) all past due and current Lease Payments and Lease Charges; plus (ii) the present value of all remaining Lease Payments for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher). Upon our receipt of the Casualty Value, we will release any security interest which we may have in the effected item(s) for which payment is made, and transfer to you all our right, title and interest in such effected item(s) AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. No such loss or damage shall relieve you of your payment obligations hereunder.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than $300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

10. DEFAULT. You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; or (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

11. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; and (ii) the present value of all remaining Lease Payments, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment , in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment , and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. END OF TERM; RETURN OF EQUIPMENT. If you are not in default, and all of your obligations under this Lease have been satisfied, including receipt by us of all monies due under this Lease, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable), we will release any security interest which we may have in the Equipment at the end of the Term. You shall have no obligation to provide any end-of-term notice to us, and this Lease shall not be renewed. If you are in default, (or a non-appropriation of funds occurs) you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. MISCELLANEOUS. Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; (i) all financial information you have provided is true and a reasonable representation of your financial condition; (j) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Internal Revenue Service Code of 1986 as amended (the "Code"); (k) you shall maintain a complete and accurate account of all assignments of this Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (l) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

15. PAYMENT AMOUNTS. For purposes of the amortization of the Equipment cost, each Lease Payment, including any Advance Payment, will be considered received on the date it is required to be paid under this Lease, and any Document Fee will be considered received on the date of this Lease. The Interest Rate set forth above has been rounded to two decimal places for ease of reference, but interest on the Equipment cost may be calculated at the Interest Rate with more than two decimal places. The financial terms of the Lease may have been determined taking into account fees the Lessor has paid to, or rebates, discounts, subsidies, or other compensation or financial benefits (including the ability to fund over time amounts that may be financed under the Lease) Lessor has received from, the Equipment supplier, a broker, or other third party in connection with the Lease.

16. LIMITATIONS ON CHARGES. This Section controls over every other part of this Lease and over all other documents now or later pertaining to this Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease or any other documents now or hereafter pertaining to the Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease, or refunded to you.

17. ELECTRONIC TRANSMISSION OF DOCUMENTATION. This Lease may be executed (manually or electronically) in counterparts. The executed counterpart which (a) has our original signature (if executed by us manually), (b) is electronically maintained by us (if executed by us electronically), and/or (c) is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign (manually or electronically) and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually or electronically signed by us, when attached to the facsimile or other electronic copy manually or electronically signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed (manually or electronically) and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease manually and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

AMENDMENT TO LEASE PURCHASE AGREEMENT

THIS AMENDMENT TO LEASE PURCHASE AGREEMENT is by and between **CITY OF NATIONAL CITY**, as Lessee, and **WELLS FARGO BANK, N.A.,** as Lessor.

BACKGROUND

A. By that certain Lease Purchase Agreement, **# 420-0169269-001**, dated __March 17_____, **20**_26__, by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Lease Purchase Agreement ("**Lease**").

B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. The second and third sentences of the third paragraph in all caps, which is located on the front (or page 1) of the Lease, shall be deleted and replaced with the following:

> "THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF CALIFORNIA AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS."

3. LATE CHARGES. Section 5 of the Lease shall be amended in its entirety to read "INTENTIONALLY OMITTED".

4. INDEMNITY. Section 7 of the Lease shall be amended in its entirety to read as follows:

> "7. INDEMNITY. To the extent permitted by applicable law, you are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession except to the extent directly caused by our gross negligence or willful misconduct. To the extent permitted by appliable law, you agree to defend and indemnify us against all Claims, although we reserve the right to participate in the defense and to select or approve defense counsel, which approval of counsel shall not be unreasonably withheld. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease."

5. ASSIGNMENT. The third sentence of Section 13 of the Lease shall be amended to read as follows:

> "If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations as we shall retain our obligations."

6. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

7. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

CITY OF NATIONAL CITY	**WELLS FARGO BANK, N.A.**
By: _____	By:_____
Name: _____	Name: _____
Title: _____	Title:_____
Date of Execution: _____	Date of Execution: _____

NASPO ValuePoint Master Agreement Terms and Conditions

For Multi-Function Devices and Related Software, Services and Cloud Solutions

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203

And

Sharp Electronics Corporation
100 Paragon Drive
Montvale, NJ 07645

Master Agreement Number: 188627

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Contents

MASTER AGREEMENT TERMS AND CONDITIONS....3
I. Definitions....3
II. Parties and Term of the Master Agreement....7
III. Order of Precedence....8
IV. Participants and Scope....8
V. NASPO ValuePoint Provisions....10
VI. Pricing, Payment & Leasing....13
VII. Ordering....14
VIII. Shipping and Delivery....17
IX. Inspection and Acceptance....18
X. Warranty....19
XI. Equipment Title....20
XII. Indemnification....21
XIII. Insurance....22
XIV. General Provisions....24
SIGNATURE PAGE....30
EXHIBIT A – STATEMENT OF WORK....31
I. Product Overview....31
II. Master Agreement Deliverables....32
III. Purchase, Lease and Rental Programs....42
IV. Contractor Responsibilities and Tasks....48
EXHIBIT B – SAMPLE D&A CERTIFICATE....58
EXHIBIT C – AUTHORIZED DEALER FORM....59
EXHIBIT D – AUTHORIZED DEALERS BY STATE....60
ATTACHMENT 1 – SHARP LEASE AGREEMENT....61
ATTACHMENT 2 – SHARP MAINTENANCE AGREEMENT....66
ATTACHMENT 3 – SHARP SAMPLE MPS STATEMENT OF WORK....71

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in **section IX** of this Master Agreement.

1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Attachment** – Contractor's Supplemental Documents which consist of the following:

1.5.1 Attachment 1 – Sharp Lease Agreement

1.5.2 Attachment 2 – Sharp Maintenance Agreement

1.5.3 Attachment 3 – Sharp Sample MPS Statement of Work

1.6 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.

1.8 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.9 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.10 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

1.11 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.

1.12 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

1.13 **Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity

providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.

1.14 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.15 **Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.

1.16 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.17 **Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.

1.18 **Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.

1.19 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

1.20 **Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed.

1.21 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.22 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.

1.23 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different Device, of either greater or lesser value. A new lease or rental is then originated for the new Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.

1.24 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.25 **Embedded Software** - One or more software applications which permanently reside on a computing Device.

1.26 **Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.

1.27 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to

Contractor at the end of the Initial Lease Term.

1.28 **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.

1.29 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.30 **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60 months) that a Purchasing Entity enters into a lease or rental agreement.

1.31 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.32 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.33 **Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.34 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

1.35 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

1.36 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.

1.37 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.38 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.39 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.40 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.41 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

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1.42 **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.43 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op Equipment, empowering software etc.

1.44 **OEM** – The Original Equipment Manufacturer.

1.45 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.

1.46 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.47 **Participating Entity -** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.48 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.49 **Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.

1.50 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.51 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

1.52 **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.53 **Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).

1.54 **Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.55 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.56 **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

1.57 **Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

1.58 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

1.59 **Scanner** - A Device that scans documents and converts it into digital data.

1.60 **Segment** - The various speeds that Devices are categorized by.

1.61 **Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

1.62 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

1.63 **Service Call** - An on-site Service technician visit due to Device error or malfunction.

1.64 **Short-Term Rental** - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.

1.65 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

1.66 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

1.67 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.

1.68 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

1.69 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

1.70 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

1.71 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Sharp Electronics Corporation. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Single-function Printers, Scanners, Software, Consumable Supplies, Managed Print Services, and Software Related Services (including cloud-based offerings and web-based fleet management tools), as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 Initial Term. The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 Order. This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

3.1.6 Contractor's Supplemental Documents, which are included as Attachments.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to **section III**. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing

Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in **section V** are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and

identified as “Usage Based Service and Supplies.” Thus, in the Contractor’s Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and

specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor

shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("celling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to **section IV.E.5** of Exhibit A, Statement of Work, for more information.

6.1.3 Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

6.1.4 Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.

6.1.5 Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing

once per calendar year. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

6.1.6 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.

6.1.9 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

For example: *The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

7.1 **Order Numbers.** Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and

policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Ordering and Invoicing Specifications. At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

7.6.6 Price;

7.6.7 The Master Agreement number; and

7.6.8 Any additional information required by the Participating State or Entity.

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **section IX**.

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

7.16 Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

7.16.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

7.16.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

7.16.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;

7.16.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

7.16.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

7.17 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.18 **Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's

request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

7.19 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7.20 Supplemental Documents. All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

8.1 Shipping Terms. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and Acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Available Products. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 Required Updates. Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 Software Installation. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

8.5 Delivery Days and Receiving Hours. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.6 Inside Deliveries. All deliveries, with the exception of drop-shipped or desktop Devices,

shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

8.7 **Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this **section IX** will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** All Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.6.1 Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device

rejected and returned, or for which Acceptance is revoked.

9.7 **Failure to Conform.** If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of Services performed.

9.8 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this **section X** will apply.

10.2 The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

10.9.3 The Device is relocated to any place where Contractor Services are not available.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

11.1 Conveyance of Title. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Embedded Software. Transfer of title to the Device must include an irrevocable and perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, **section 12.2** is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis, except for Cyber Liability, which is written on a claims made basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

13.2.1 **Commercial General Liability** covering premises operations, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than $1,000,000 per claim and $1,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Includes the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in **section**

XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or

its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such

Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of **section 14.2** would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled

by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the

right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations; and

14.8.3.5 Suspension of Contractor's performance.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are

states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR **Sharp Electronics Corporation**	STATE OF COLORADO **Jared S. Polis, Governor** Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director
By: Mike Marusic Title: President & CEO	
By: DocuSigned by: Mike Marusic 57C1C7F6CAF04F4... *Signature	By: DocuSigned by: John Chapman EF45AFDEB51E414... John Chapman, State Purchasing Manager
Date: 1/11/2024	Date: 1/11/2024

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley 868586096CC1A43A...

Date: 1/11/2024

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – *OEM only*
B	A4 MFD – *OEM and Non-OEM*
D	Single-function Printers – *OEM and Non-OEM*
F	Scanners – *OEM and Non-OEM*
G	Software – *OEM and Non-OEM*
H	Supplies (consumable) – *OEM and Non-OEM*
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – *OEM and Non-OEM*

B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A.**

D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so. Further, Contractor is not permitted to provide (e.g. sell, lease, rent) Devices under any Group they have NOT been awarded.

F. Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month**, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

1. Group Categories. Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	**PPM**
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	**PPM**
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group D – Single-function Printers	
Segment	**PPM**
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group F - Scanners	
Segment	**PPM**
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89

5	90 – 110
6	111 – 130
7	131+

2. **Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

- **a.** New power filter;
- **b.** Duplex for Segment 3 and above;
- **c.** Standard paper drawer(s) equal to or greater than:
  - **i)** One (1) paper supply for Segment 2;
  - **ii)** Two (2) paper drawers for Segments 3 and 4; and/or
  - **iii)** 2,000 sheet paper capacity for Segments 5 and above.
  - **iv)** Paper size capacity up to 11” x 17”; and
  - **v)** Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

- **a.** New power filter;
- **b.** Bypass paper supply;
- **c.** Standard paper drawer(s) equal to or greater than:
  - **i)** One (1) paper supply for Segments 1 and 2;
  - **ii)** Two (2) paper drawers for Segments 3 and 4; and/or
  - **iii)** 1,000 sheet capacity for Segments 5 and above.
- **d.** Paper size capacity up to 8 1/2” x 14”; and
- **e.** Envelope adjustment capability.

2.3 Group D – Single-function Printers

- **a.** Must include an inkjet, light emitting diode (LED), or laser print engine;
- **b.** Standard paper drawer(s);
- **c.** Standard paper capacity; and
- **d.** Network connectivity.

2.4 Group F – Scanners

- **a.** Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- **b.** Automatic Document Feeder (ADF);
- **c.** Letter or legal paper size capacity;
- **d.** Color depth of at least 24 bytes; and
- **e.** Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.4 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.5 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.

3.6 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.

3.7 Device specifications must be published on the Contractor website.

3.8 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

3.9 Devices must maintain a PPM speed, according to Segment classification.

3.10 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

4.1 Group B, Group D, Sub-Group D1, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

4.2 Group F is not required to be EPEAT registered or Energy Star compliant.

4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

5. Accessories

5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

5.2 Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

5.3 Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Remanufactured and Refurbished Equipment

6.1 Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.

6.2 Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.

6.3 Equipment can be acquired via a purchase, lease or rental agreement.

6.4 Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.

6.5 All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

6.6 Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.

6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.

7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

7.3 Contractor may provide OEM and/or Third Party software.

7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

7.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

8.1 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, D and F, as well as Sub-Group D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

a. Toner;

b. Staples;

c. Ink;

d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

8.2 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

8.3 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 3, Sharp Sample MPS Statement of Work**, and it must be approved by both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);

ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);

iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);

iv) **End-user Support** (e.g. training; Help Desk); and

v) **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);

ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);

iii) **Change Management;**

iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);

v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).

vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and

vii) **Cartridge Recycling**.

h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, and D. Supplies may or may not be included.

v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

vii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

viii) Contractor may charge flat rate fees for Services performed on any Accessories.

ix) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

x) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A Devices.

xi) A two-sided document shall be counted as two (2) clicks.

xii) Contractor must not charge for scans on any MFD.

b. Initial Term

i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

ii) For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate

calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than

five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

- **a.** Cloud-based scanning (software as a service, enterprise content management); and
- **b.** Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- **a.** Barcode labels;
- **b.** High Volume Inkjet;
- **c.** 3D Printers;
- **d.** Receipt printers;
- **e.** Card printers; and
- **f.** Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Group D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group D.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

- **a.** Interactive White boards;
- **b.** Computers, monitors, or other related hardware items;
- **c.** Fax machines;
- **d.** Kiosk machines;
- **e.** Overhead Projectors; and
- **f.** Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a “lowest” discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	12,18, 24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	
Short-Term Rental	12 months

1. All Devices on Contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may

bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.

5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and

b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example**: A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing

Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Particpating Addendum or Order.

4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

5. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.

10. The maximum term on any Initial Lease or Rental Term shall be 60 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing

Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of Equipment payments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

- **a.** Exercise their purchase option;
- **b.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
- **c.** Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

3.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

- **a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
- **b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

4.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12,

18, 24, 36, 48, or 60 months for Group A, Group B, Group D, Sub-Group D1, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

4.2 A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.

4.3 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

5. Short-Term Rental

5.1 A Purchasing Entity may have the option to enter into an Initial Rental Term of 12 months, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

5.2 Upon the expiration of the Initial Rental Term, a Purchasing Entity shall return the Device to the Contractor, or have the Contractor pick the Device up.

5.3 Short-Term Rentals are not permitted to be renewed beyond the Initial Rental Term.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

a. Any acquisition or return options, based on the type of lease or rental agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

2. Payment. The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. Buyout to Keep Option. A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.

4. Buyout to Return Option. A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. Device Upgrade or Downgrade. A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. Non-appropriation of Funds. The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. Assignment. Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. Early Termination Charges

8.1 Except in the case of Non-appropriation of funds, FMV, $1 Buyout, Straight Leases and Short-term Rentals shall be subject to an early termination charge, and shall

involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

8.2 Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

9. Default. Each of the following is a "default" under these lease and rental terms:

9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

9.2 Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

10. Remedies. If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

a. All past due payments and all other amounts payable under the lease or rental agreement;

b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

1. **Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.

2. **Standard Service Levels.** Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, D, and Sub-Group D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*****
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer Device relocation services for all lease and rental Equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of

contact for the following:

1.1 Master Agreement Contract Administrator – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;

1.2 NASPO ValuePoint Reporting Contact – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

1.3 Master Agreement Marketing Manager – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 National Service Manager – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. Single Point of Contact. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. Service and Support Hours. Contractor must provide full Service and support for Products during Normal Business Hours.

4. Customer Service Team. Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. Additional Coverage. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. Online Access. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall

provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;

7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for any Group A, B, D, F and Sub-Group D1.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

3.2 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

3.3 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device

for each day that it remains at Purchasing Entity's location. Such rates shall not exceed current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

1.2 Contractor will not be permitted to download, transfer, or access print data stored

on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.

1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. Sensitive Information. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at https://www.nest.gov/publications/computer-security-incident-handling-guide, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

G. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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EXHIBIT B – SAMPLE D&A CERTIFICATE

NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.

WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

_____

_____

_____

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

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EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

ATTACHMENT 1 – SHARP LEASE AGREEMENT



Master Lease (Municipal)

Master Lease Number:	**Customer's Federal Tax ID#:**
Customer Name:	**Customer's Address (principal place of business):**
Customer's d/b/a (if any):	**Customer's Main Business Phone Number:**

In this Master Lease Agreement, as it may be amended from time to time (the **"Master Lease "**), the words **"You"** and **"Your"** mean the Customer named above. **"We," "Us"** and **"Our"** mean Lessor (as indicated and signed on page 3)**. "Schedule"** means a document, in the form attached hereto as **Exhibit A** or such other form as We may accept in Our sole discretion, to be entered into between You and Us for each individual transaction entered into between You and Us pursuant to this Master Lease. **"Sharp"** means Sharp Electronics Corporation. Sharp or one of its authorized dealers ("Authorized Dealer") is the supplier of the Equipment to You. ***This Master Lease, each Schedule and the other documents executed or delivered by Us in connection herewith and therewith represent the final and only agreement between You and Us regarding the subject matter herein and therein and shall supersede any other oral or written agreements between You and Us. This Master Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement or other agreement between You and Sharp or Authorized Dealer) are not binding on Us. You agree this Master Lease and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Master Lease and each Schedule by You when manually countersigned by US or attached to Our original signature counterpart and/or in Our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Our option, We may require a manual signature.*** You hereby represent that this Master Lease is legally binding and enforceable against You in accordance with its terms.

1. ***LEASE OF EQUIPMENT - GENERAL*****.** Each Schedule executed by You (and to be executed by You in the future) represents your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements, additions and embedded software, the **"Equipment"**), and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), upon the terms stated in such Schedule and this Master Lease, the terms and conditions of which are incorporated by reference into the Schedule (collectively, a **"Lease"**). Each Schedule, including the terms and conditions incorporated therein by reference, shall be considered a separate and independent Lease. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Master Lease and the related Schedule. The initial term of each Lease will begin on a date designated by Us after We accept it (the **"Commencement Date"**) and will continue for the number of months shown on such Schedule (**"Initial Term"**). You promise to pay to Us the periodic payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Schedule or contract number thereon and any other information missing in such Schedule, and ii) lease payment may be adjusted to include applicable sales tax and to comply with the tax laws of the state in which the Equipment is located.

2. ***NON-CANCELABLE TERM*****.** As used herein, **"Present Term"** means the term presently in effect at any time with respect to a Lease, whether it is the Initial Term or a Renewal Term (as defined below). With respect to each Lease, **You shall notify Us in writing at least 30 days before the end of the Present Term (the "Notice Period") that You intend to return the Equipment at the end of such Present Term or enter into a Renewal Term, per the terms and conditions outlined in the NASPO ValuePoint Master Agreement. Should you choose to renew the Lease, then**) the payment amount and other terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Present Term, then, promptly upon the expiration of such Present Term, You shall return the Equipment pursuant to Section 13 below. **Each Lease is non-cancelable during the Initial Term and any Renewal Term.**

3. ***UNCONDITIONAL OBLIGATIONS.*** With respect to each Lease, You agree that: **(a) We are a separate and independent company from Sharp or its Authorized Dealer, the manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (b) no statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Master Lease or any Schedule; (c) You, not We, selected all Equipment and the Vendors based on Your own judgment; (d) Your duty to perform Your obligations under this Master Lease and each Schedule are unconditional and irrevocable and are not subject to any setoff, reduction, withholding, counterclaim, or defense for any reason whatsoever including any failure of any Equipment, the existence of any law restricting the use of any Equipment, or any other adverse condition; (e) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Master Lease or any Schedule (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), We have no obligations to You under such contract, and no breach by any Vendor will excuse You from performing Your obligations to Us under this Master Lease or any Schedule; and (f) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform all of Your obligations to Us.**

4. ***PAYMENTS.*** The payments due pursuant to each Schedule, plus applicable taxes and other charges provided for herein and in the Schedule, shall be due and payable by the due date set forth in Our invoice to You. In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment. The payments due under a Schedule may include additional copy charges at the "Overage Copy Charge" rate specified in the Schedule for copies in excess of the Monthly Copy Allowance provided in the Schedule. You agree to (a) provide Us or Sharp or its Authorized Dealer by telephone or facsimile with the actual meter readings whenever You are requested to do so, (b) allow Us or Sharp or its Authorized Dealer to attach an automatic meter reading device to the Equipment, which meter reading device You will not remove or alter without approval from Us or Sharp or its Authorized Dealer, and/or (c) give Us or Sharp or its Authorized Dealer access to the Equipment to obtain meter readings or audit the meter reading device. If We or Sharp or its Authorized Dealer request You to provide meter readings and You fail to do so within 7 days of the date of such request, then (i) the number of copies used by You may be estimated by Us or Sharp or its Authorized Dealer and We will invoice You accordingly, and (ii) We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay with respect to a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment in full on or before its due date, You shall pay interest on the part of the payment that is late in the amount of 1% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of $20.00. Promptly following Our request, from time to time, You shall furnish Us with current financial statements.

5. ***RESERVED***

6. ***NO WARRANTIES*. WE ARE LEASING ALL EQUIPMENT TO YOU "AS IS". We have not made and we hereby disclaim any and all warranties, express or implied, arising by applicable law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.** We hereby transfer to You, **without recourse to Us**, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. You agree that each Lease is a "finance lease" under the Uniform Commercial Code (the **"UCC"**) unless otherwise expressly stated in the related Schedule or as provided by law. To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by some or all of the Vendor(s) in connection with or as part of the contracts (if any) by which We acquire Equipment from such Vendor(s). You may contact such Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. If it is determined that any Lease is a lease intended as security and/or the related Schedule grants to You a $1.00 purchase option, then **You hereby grant to Us a security interest in the related Equipment and all proceeds thereof**. You authorize Us to record UCC financing statements to protect Our interests in the Equipment.

7. ***DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT*.** Sharp or its Authorized Dealer will install (and, with Our prior consent, remove) the Equipment in accordance with Sharp's or its Authorized Dealer's service policies. You are responsible for all Equipment maintenance. You shall not remove any Equipment from the Equipment location specified in the related Schedule unless You first get Our permission. You shall give Us access to

each Equipment location so that We may inspect the Equipment whether performed prior to or after the Commencement Date of the related Lease. Unless otherwise stated in the related Schedule or as provided by law, **We will own and have title to all Equipment (excluding any software) during each Lease.** You agree that all Equipment is and shall remain personal property. Without Our prior written consent, You will not permit it to become (i) attached to real property or (ii) subject to any liens or encumbrances. **You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use all Equipment in accordance with all laws, operation manuals, any service contracts and insurance requirements, and shall not make any permanent alterations to it. At Your cost, You shall keep all Equipment in good working order and warrantable condition, ordinary wear and tear excepted (**"Good Condition"**).

8. ***LOSS; DAMAGE; INSURANCE*.** With respect to each Lease, You shall, at all times during the Initial Term and any Renewal Term, (i) bear the risk of loss and damage to the Equipment, while it is in Your possession, and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss (**"Property Insurance"**) in an amount equal to its original cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage (**"Liability Insurance"**) in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance (**"Insurance Proof"**), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. **If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of any Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance.** This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the **"Insurance Charge"**). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, **which may include a profit.** We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need **not** name You as an insured or protect Your interests. The Insurance Charge may be higher than the amount You would pay if You obtained Property and Liability Insurance on Your own. You are responsible for the risk of loss or for any destruction of or damage to the Equipment while it is in Your possession. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

9. ***ASSIGNMENT*. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Master Lease or any Schedule, or Transfer or sublease any Equipment, in whole or in part.** We may, with notice to You, Transfer Our interests in any Equipment and/or this Master Lease or any Schedule, in whole or in part, to a third party (**"New Owner"**), and if so, the New Owner will, to the extent of the Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). You agree not to assert against the New Owner any claim or defense You may have against Us or any predecessor in interest.

10. ***TAXES AND OTHER FEES*.** You are responsible for all applicable taxes (including, without limitation, sales tax (if applicable) and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Master Lease, each Schedule and/or the related Equipment (collectively **"Governmental Charges"**). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of $75.00 (or as otherwise agreed) per Lease to cover Our investigation and other administrative costs in originating such transaction. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request. **You agree that the fees set forth in this Master Agreement may include a profit.**

11. ***SAVINGS CLAUSE*.** If any amount charged or collected under this Master Lease or any Schedule is greater than the amount allowed by law, including, without limitation, any amount that exceeds applicable usury limits (an **"Excess**

Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder.

12. ***DEFAULT*.** With respect to each Lease, You will be in default if You (1) fail to pay any amount due within 45 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein, the related Schedule, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following with respect to any one or more Schedules: (A) cancel the related Lease, (B) require You to return the Equipment pursuant to Section 13 below, (C) take possession of and/or render the Equipment (including any software) unusable, including the use of any Financed Items, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all payments and other amounts then due and past due, (ii) **all remaining payments for the remainder of the then Present Term thereof** discounted at a rate of 6% per annum, (iii) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the **"Balance Due"**), and/or (E) exercise any other remedy available to Us under law. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition (**"Remarketing"**) of Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the **"Net Proceeds"**). **If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency.** Any delay or failure to enforce Our rights under a Lease shall not constitute a waiver thereof. If We are holding any money belonging to You at any time during a Lease, You agree We may retain and utilize such money to cure any default by You under any Lease. BOTH PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, RESULTING, OR CONSEQUENTIAL DAMAGES.

13. ***RETURN OF EQUIPMENT*.** If You are required to return any Equipment pursuant to the terms hereof, You shall, promptly upon demand, send the Equipment to a location(s) designated by Us. The Equipment must be received in Good Condition (as defined in Section 7). If the Equipment is not received within 30 days of the date of demand, You agree to continue paying the scheduled payments and all other amounts due pursuant to the related Schedule until it is received by Us.

14. ***APPLICABLE LAW; VENUE; JURISDICTION*.** Each Lease shall be deemed to be performed in the Purchasing Entity State. **This Lease shall be governed by the laws of the Purchasing Entity State . All legal actions relating to this Lease shall be filed and adjudicated exclusively in a state or federal court located in the Purchasing Entity State. You hereby agree not to object to such venue, and You consent to personal jurisdiction in such courts. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action.** Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

15. ***NON-APPROPRIATION OF FUNDS***. You hereby represent, warrant and covenant unto Us that: (a) You intend, subject only to the provisions of this Section 15, to remit to Us all sums due and to become due under each Lease for the full Present Term; (b) Your governing body has appropriated sufficient funds to pay all payments and other amounts due under each Lease during the first fiscal period applicable thereto; (c) You reasonably believe that legally available funds in an amount sufficient to make all payments for the full Present Term of each Lease can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Your governing body. In the event Your governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due in Your next fiscal period, You may, subject to the terms hereof, terminate the applicable Lease as of the last day of the fiscal period for which the appropriations were received (an "Event of Non-appropriation"). You agree to deliver notice of an Event of Non-appropriation at least 30 days prior to the end of Your then-current fiscal period, or if an Event of Non-appropriation has

not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Equipment pursuant to Section 13 above on or before the effective date of termination. You and We understand and intend that Your obligation to pay lease payments and other amounts due under each Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies.

16. ***ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS***. In addition to the other representations, warranties and covenants made by You as set forth in this Master Lease, You hereby represent, warrant and covenant unto Us that: (a) You have the power and authority under applicable law to enter into this Master Lease and each Lease Schedule and the transactions contemplated hereby and thereby and to perform all of Your obligations hereunder and thereunder, (b) You have duly authorized the execution and delivery of this Master Lease and each Lease Schedule by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Master Lease and each Lease Schedule, (c) all legal and other requirements have been met, and procedures have occurred, to render this Master Lease and each Lease Schedule enforceable against You in accordance with their respective terms, and You have complied with such public bidding requirements as may be applicable to this Master Lease and each Lease Schedule and the transactions contemplated hereby and thereby, and (d) You or any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner are and will remain off of any sanction-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control of successor or the U.S. Department of State. **You hereby acknowledge that each of the representations, warranties and covenants made by You in Section 15 and 16 and elsewhere in this Master Lease are being materially relied upon by Us in purchasing the Equipment and entering into each Lease Schedule**.

17. ***IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT:*** To help the United States fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your legal name, address, Tax ID#, and other information that will allow us to identify you. We may also ask for copies of certified articles of organization, an unexpired government issued business license, a partnership agreement or other documents that indicate the existence and standing of the entity.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ AND UNDERSTAND IT.
PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IF YOU HAVE QUESTIONS.

Customer:	**Accepted by Lessor**: _____ (to be filled in by Lessor)
By: **X** _____ Date: ____ / ____ / ___	By: _____
Print name: Title:	Acceptance Date: _____ / _____ / _____ (to be filled in by Lessor)

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ATTACHMENT 2 – SHARP MAINTENANCE AGREEMENT

SHARP

START DATE:
/ /

CUSTOMER BILL TO INFORMATION		
CUSTOMER NAME		
ADDRESS		
CITY	STATE	ZIP CODE
BILLING CONTACT		
PHONE		
EMAIL ADDRESS		
NASPO CONTRACT NUMBER		
PURCHASE ORDER NUMBER		

CUSTOMER LOCATION		
CUSTOMER NAME		
ADDRESS		
CITY	STATE	ZIP CODE
SERVICE CONTACT	PHONE	
EMAIL ADDRESS		
METER CONTACT	PHONE	
EMAIL ADDRESS		
MICAS CONTACT (If Applicable)	PHONE	
EMAIL ADDRESS		

MAINTENANCE PLAN

- ❑ **MFP/PRINTERS ALL INCLUSIVE MAINTENANCE: (WITH SUPPLIES)** Color and B & W Devices. Includes Labor, Parts and Supplies. (Does not include Paper or Staples)
- ❑ **MFP/PRINTER MAINTENANCE (NO SUPPLIES INCLUDED):** Color and B & W Devices. Includes Labor, Parts & Drums only
- ❑ **PRINTER MAINTENANCE PLAN (NO SUPPLIES INCLUDED):** Includes Labor and Parts only
- ❑ **OTHER:**

DETAIL OF CHARGES

MODEL NUMBER	SERIAL NUMBER	CATEGORY	BASE CHARGE	BILLING FREQUENCY (Monthly or Quarterly)	CATEGORY	INCLUDED IMAGES	EXCESS CHARGE	BILLING FREQUENCY (Monthly or Quarterly)	STARTING METER
		BW			BW				
		COLOR			COLOR				

COMMENTS / SPECIAL INSTRUCTIONS

AUTHORIZATION

I have read and understand our obligations under the terms and conditions and on the attached Customer Care Maintenance Agreement Terms and Conditions pages 2-3. All oral and other discussions are superseded by this Agreement. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images

Sharp Authorization DATE

AUTHORIZED CUSTOMER PRINTED NAME

AUTHORIZED CUSTOMER SIGNATURE DATE

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1. **MAINTENANCE AGREEMENT**
During the term hereof Sharp will arrange for a designated Sharp Authorized Service Provider to repair or replace, in accordance with the terms and conditions of this Agreement, any part of the Equipment that causes the Equipment to not perform in accordance with published operating specifications under operating conditions of normal wear and tear.

Equipment eligible for coverage under this Agreement, and added under separate schedules from time to time, must be currently under warranty or to be renewed under a current Maintenance Agreement with the Authorized Service Provider. Equipment that is not under warranty or a renewal of an existing Maintenance Agreement will be subject to inspection and repair to manufacturer operating specifications prior to acceptance under this Agreement. Equipment over five (5) years old may be subject to decline for acceptance under this Agreement or for coverage at additional charge, per the terms and conditions in the NASPO ValuePoint Master Agreement ("Master Agreement"). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Authorized Service Provider. Maintenance services provided by the Authorized Service Provider under this Agreement do not include the following:

a) repairs resulting from accident or misuse by the Customer (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
b) repairs made necessary by service performed by person(s) other than the Dealer.
c) additional service calls or work that the Customer requests to be performed outside regular business hours.
d) removal, rebuilding or remanufacturing of the equipment.
e) provision or replacement of consumable supplies such as paper, toner, developer or staples (unless included on the front side of this Agreement).

2. **GENERAL SCOPE OF COVERAGE** This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Authorized Service Provider may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order and shall be based on the actual expenditures of Authorized Service Provider. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, other causes beyond the control of Authorized Service Provider or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the proceeding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, Authorized Service Provider may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the Authorized Service Provider Personnel, or if parts, accessories, or components not meeting machine specifications are added to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third-party modifications to software or hardware. Authorized Service Provider reserves the right to assess additional charges to resolve complex integration issues.

3. **MAINTENANCE VISITS** Maintenance services as described in Paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located, indicated on the Schedule attached, Monday through Friday except holidays during the hours 9:00 AM to 5:00 PM. Preventative maintenance for the Equipment will be provided as determined by the Authorized Service Provider.

Remedial maintenance will be provided after notification by the Customer that the Equipment is inoperative. The response time for urban service calls is an average of four (4) to six (6) hours. Calls for outlying areas (60 to 120 miles from Authorized Service Provider) will be responded to within one to two business days. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to Authorized Service Provider's standard overtime rates in effect at the time of the Maintenance visit. Authorized Service Provider will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below. Authorized Service Provider reserves the right to exchange unit in certain situations rather than service on site.

4. **REPAIR AND REPLACEMENT OF PARTS** All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to

the general scope of coverage, will be furnished free of charge during a service call.

5. **MAJOR REPAIRS, REPLACEMENT, AND UPGRADES** Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non- standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

   Addition or Removal of Equipment: Customer is required to immediately notify Authorized Service Provider upon installation of any additional equipment at Customer's site capable of using Authorized Service Provider supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract, unless Authorized Service Provider determines the new equipment is out of contract scope. Customer is required to notify Authorized Service Provider of any equipment changes or disposition (i.e. physically moved or removed for retirement purposes, etc.). For both additions and deletions to the Equipment, Customer must submit a configuration report generated from the printer to Authorized Service Provider.

6. **USE OF SUPPLIES** Customer is obligated to use Authorized Sharp approved supplies under this Agreement. If, however, the Customer uses other than Sharp approved supplies (other than paper) and such supplies result, in Authorized Service Provider's reasonable judgment, additional Maintenance, then Authorized Service Provider may, at its option, terminate this Agreement. If Authorized Service Provider terminates this Agreement, Authorized Service Provider may make service available on a "Per Call" basis based upon Authorized Service Provider's standard rates in effect at the time of service.

7. **SUPPLIES** Consumable Supplies: If a supplies inclusive option is selected, Authorized Service Provider will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples or paper. The consumable supplies provided are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap, while the supplies are in the customer's possession.

8. **PLACEMENT AND ELECTRICAL REQUIREMENTS** Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements including space, power, network, temperature and humidity. In order to ensure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

9. **INSTALLATION** Physical installation, removal of packing material and initial setup of Equipment will be performed by Authorized Service Provider using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. Authorized Service Provider reserves the right to assess additional charges depending upon the extent of custom setup requirements.

10. **METER READINGS** Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, Authorized Service Provider may estimate the meter based upon historical meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. Once the actual meter read is then provided by Customer, Authorized Service Provider shall credit the customer for any estimated meter reads that exceeded the actual meter count.

11. **TERM** This Agreement shall become effective upon Authorized Service Provider's receipt from Customer of the initial maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. For leased Equipment, the term of the Maintenance Agreement therefor shall be equal to the term of the lease. For purchased Equipment, the term of the Maintenance Agreement shall be as specified on the related Order. Maintenance Agreements shall not be subject to automatic renewal; if you desire to renew a Maintenance Agreement, the pricing during the renewal term shall be as determined pursuant to the Master Agreement.

    In the event that Customer reaches or exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay Authorized Service Provider the excess meter rate, as outlined in the Master Agreement at the time this Maintenance Agreement was executed.

12. **EVENT OF DEFAULT AND TERMINATION** The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, Authorized Service Provider may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to Authorized Service Provider within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to Authorized Service Provider whatsoever for any further fees or expenses arising hereunder. In the event Authorized Service Provider terminates this Agreement because of the breach of Customer, Authorized Service Provider shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

13. **ENTIRE AGREEMENT** The foregoing terms and conditions and those contained in the Master Agreement, as well as the Master Agreement price lists described herein constitute the entire agreement between Authorized Service Provider and Customer with respect to its subject, in addition to additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no promises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

14. **ASSIGNMENT** This Agreement is not assignable. Any attempt to assign or transfer rights, duties or obligations hereof is void.

15. **COUNTERPARTS AND ELECTRONIC SIGNATURES** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed or electronic signature of this Agreement bearing authorized signatures may be treated as an original.

16. **GOVERNING LAW** This agreement shall be governed by, and construed according to, the domestic laws of the state in which the equipment is located.

17. **LIMITATION OF LIABILITY** To the extent permitted by Law, in no event shall Authorized Service Provider be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by Authorized Service Provider is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services, or support.

18. **FORCE MAJEURE** Authorized Service Provider shall not be liable to Customer for any failure or delay caused by events beyond Authorized Service Provider's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

19. **INSURANCE** If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery. Customer's insurance shall provide coverage on a primary and noncontributory basis.

20. **MISCELLANEOUS** Customer is advised to contact Authorized Service Provider prior to updating or changing any application software or operating system. Additional loading of other drivers, utilities, security updates, anti-virus, or other programs to existing workstations/servers that causes Authorized Service Provider supported products to malfunction is not covered under this Agreement and will be billed at the current hourly rate. It is the responsibility of the client to perform all necessary backups on the PC or Network prior to any installation or update. Authorized Service Provider bears no responsibility for any damages, data or productivity loss from said PC or Network Devices. Derivative Works: Customer shall not (i) modify, copy or create derivative works based on any Authorized Service Provider Software: (ii) frame or mirror any content forming part of the Software or Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Authorized Service Provider Software. Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other

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network environment issues. Authorized Service Provider reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by Authorized Service Provider.

21. **LEGACY EQUIPMENT** For Legacy Equipment which is not previously under a continuous maintenance agreement, Authorized Service Provider may need to confirm the Equipment is in good working condition before establishing a Maintenance Agreement. Equipment inspection may be required to bring the Equipment to proper operating standards. The labor and parts associated will be billed based upon a quote which will be provided to the Customer for approval before work begins. Maintenance rates for equipment installed less than 5 years will not exceed the Master Agreement pricing. For devices installed more than 5 years, pricing will not exceed 120% of the Master Agreement pricing.

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ATTACHMENT 3 – SHARP SAMPLE MPS STATEMENT OF WORK

SHARP

Agency/Customer:		**Contractor:**	
Contact Name:		**Contact Name:**	
Address:		**Address:**	
Email:		**Email:**	
Phone:		**Phone:**	
Fax:		**Fax:**	
		Contractor website:	
Print Assessment Date:		**Period of Performance:**	

Statement of Work must incorporate the following documents:	
NASPO ValuePoint Master Agreement # _____	*[Imbed document here]*
Participating Addendum # _____	*[Imbed document here]*
Contractor's Print Assessment	*[Imbed document here]*

Statement of Work, at a minimum, must include the following elements:

1. **Introduction:**
   Describe your current environment. What is your inventory, including owned, rented, or leased Devices

2. **Scope:**
   Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. **Out of Scope:**
   This Project does not cover the following functions or deliverables:

4. **Objective:**
   The main objective of this project is:
   System and procedures will be set up to allow:

5. **Location:**
   Enter all physical locations of where work will be performed

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6. **Discovery/Assessment**:
   Contractor will be required to discover/assess Purchasing Entity print environment as described below:

   Deliverables:
   Describe the deliverables for Discovery/Assessment

   Checkpoints:
   Describe the checkpoints for Discovery/Assessment

7. **Data Security**
   Include description of data security requirements

8. **Data Breach**
   Describe any data breach requirements

9. **Equipment Guarantees**
   *Describe downtime, on-site service, response time etc. (**Note:** this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

10. **End of Life/Equipment replacement**
    Insert description of end of life/equipment replacement process

11. **Implementation**:
    Deliverables:
    Describe the deliverables for Implementation

    Checkpoints:
    Describe the checkpoints for Implementation

    User Acceptance Testing:
    Describe User Acceptance Testing for Implementation

    Production Rollout:
    Describe the Production Rollout for Implementation

12. **Contractor Staff and Support**
    Describe Contractor staff roles and their availability

13. **Purchasing Entity Roles and Responsibilities**
    Insert description of Purchasing Entity Roles and Responsibilities including:

    Contacts:
    Project Manager
    End-User Representative
    System Administrator
    Technical Support

    General and Technical Responsibilities:
    Insert description of Purchasing Entity Roles and Responsibilities

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14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of _____ ("Contractor"), located at *[Contractor address]* for the purpose of providing *Managed Print Services.*

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____day of _____, 2___.
Initial term of this Agreement is _____ year(s) or until _____.
Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-24-70-46-07

Multi-Function Devices and Related Software, Services, and Cloud Solutions
Colorado NASPO ValuePoint Master Agreement Number 188627
Sharp Electronics Corporation (Contractor)

This Participating Addendum Number 7-24-70-46-07 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Sharp Electronics Corporation (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 188627.

1. SCOPE

A. This Participating Addendum covers the purchase of Multi-Function Devices and Related Software, Services, and Cloud Solutions under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Colorado NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin August 1, 2024, or upon signature approval by the State whichever occurs later, and will end July 31, 2026, or upon termination by the State, whichever occurs first.

B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (DGS PD-401 IT), effective 6/21/2022
2) General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS), effective 6/21/2022
3) Cloud Computing Special Provisions for Software as a Service (SaaS), effective 03/15/2018.

B. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-24-70-46-07
2) Colorado NASPO ValuePoint Master Agreement Number 188627

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 188627 are allowed under this Participating Addendum:

Products and Services:

- Group A – Multi-Function Devices, A3 – OEM only
- Group B – A4 Multi-Function Devices – OEM and Non-OEM
- Group D – Single-function Printers – OEM and Non-OEM
- Group F – Scanners – OEM and Non-OEM
- Group G – Software – OEM and Non-OEM
- Group H – Consumable Supplies – OEM and Non-OEM
- Group I – Managed Print Services
- Sub-Group G1 – Software Related Services
- Sub-Group D1 - Specialty Printers (3D, receipt, barcode label, card, cable) – OEM and Non-OEM

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. The following restrictions apply to state agency purchases under this Participating Addendum:

1) Leasing and Rental

2) Products:
   a) Remanufactured Equipment
   b) Imaging equipment that is not Energy Star certified
   c) Software containing "click wrap" agreements
   d) Not Specifically Priced (NSP) items not listed or priced in the NASPO ValuePoint Master Agreement Price Lists

3) Services:
   a) Mail Room Services
   b) Network and Data Security
   c) Records Management

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

A. Contractor's pricing is outlined in the Colorado NASPO ValuePoint Master Agreement Number 188627.

B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Colorado.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-24-70-46-07.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Postconsumer Recycled-Content Certification form (https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) upon request by the state agency.

12. DELIVERY

A. Delivery shall occur within thirty (30) days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment will be made in accordance with General Provisions – Information Technology Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals $100,000.00, the incentive fee due to DGS would be $1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the LPA Payment Portal website (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Sharp Electronics Corporation
Phone:	(714) 371-8214
Email	williamsau@sharpsec.com

Contractor	Contract Manager
Address:	Sharp Electronics Corporation Attn: Laurie Williams 100 Paragon Drive Montvale, NJ 07645address>

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Yolanda Tutt
Phone:	(279) 946-8401
Email	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon thirty (30) days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or

contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the State Contract Administrator.

22. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Colorado NASPO ValuePoint Master Agreement Number 188627 at prices equal to or lower than the prices on that agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Sharp Electronics Corporation
Agency Name	*Contractor Name*
Julie Matthews — Digitally signed by Julie Matthews Date: 2024.08.01 10:20:47 -07'00' — 8/1/2024	[redacted] — 7/31/2024
Authorized Signature — *Date Signed*	*Authorized Signature* — *Date Signed*
Julie Matthews, MAU2 Supervisor	Mike Marusic
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	100 Paragon Drive Montvale, NJ 07645
Address	*Address*

RESOLUTION NO. 2026 -

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 THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT MASTER AGREEMENT #188627 THROUGH THE STATE OF CALIFORNIA PARTICIPATING ADDENDUM #7-24-70-46-07 WITH SHARP BUSINESS SYSTEMS, A DIVISION OF SHARP ELECTRONICS CORPORATION, FOR THE LEASE AND MAINTENANCE OF TWENTY-FOUR MULTI-FUNCTION DEVICES; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE LEASE AND MAINTENANCE OF THE SHARP MULTI-FUNCTION DEVICES.

WHEREAS, the City of National City's current fleet of twenty multi-function copiers was acquired in 2018 and has exceeded its useful life; and

WHEREAS, in order to expedite product delivery and take advantage of competitive pricing, Information Technology (IT) staff have identified an opportunity for the City of National City to piggyback onto the National Association of State Procurement Officials ("NASPO") ValuePoint Agreement #188627 through the State of California Participating Addendum #7-24-70-46-07 with Sharp Business Systems, a division of Sharp Electronics Corporation, for the lease of twenty-four multi-function devices; 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 NASPO ValuePoint Agreement #188627 with Sharp Electronics Corporation was competitively bid through a Request for Proposals process, and that the NASPO procurement procedures are in substantial compliance with those of National City; and

WHEREAS, City staff recommends adoption of the resolution as stated.

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

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizes the City to piggyback onto NASPO ValuePoint Agreement #188627 through the State of California Participating Addendum #7-24-70-46-07 with Sharp Business Systems, a division of Sharp Electronics Corporation, to allow for the lease of twenty-four multi-function devices.

Section 2: That the City Council hereby authorizes the City Manager to execute all documents related to the lease and maintenance of the Sharp multi-function devices.

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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
First Amendment to the Agreement with Circuit Transit Inc. for operations of the FRANC Electric Vehicle On-Demand Shuttle Service

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with Circuit Transit Inc. to Modify the Scope of Services and Extend the Term of the Agreement to September 3, 2027."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On August 3, 2021, City Council adopted Resolution 2021-104 authorizing the participation in the Clean Mobility Options (CMO) Voucher Program from the California Air Resources Board (CARB) to implement the Free Ride Around National City (FRANC) Neighborhood Electric Vehicle (NEV) on-demand shuttle service.

On December 6, 2022, City Council adopted Resolution 2022-196 authorizing an appropriation in the amount of $999,996 from the CMO Voucher Program for the FRANC shuttle service.

On June 20, 2023, City Council adopted Resolution 2023-83 awarding an agreement to Circuit Transit, Inc. (Circuit) to serve as the operator / service provider for the FRANC shuttle service.

Also on June 20, 2023, City Council adopted Resolution 2023-89 authorizing an appropriation in the amount of $400,000 from the San Diego Unified Port District (Port) for the FRANC shuttle service.

On November 13, 2023, Amendment 01 to the Voucher Agreement was executed to increase funding to an amount not-to-exceed $1,500,000, an increase of $500,004 from the initial aware of $999,996.

On April 16, 2024, City Council adopted Resolution 2024-29 authorizing an appropriation in the amount of $500,004 from CALSTART.

On April 24, 2025, Amendment 02 was executed to increase funding to an amount not-to-exceed executed to $1,800,000, an increase of $300,000 from the prior award of $1,500,000.

On May 20, 2025, City Council adopted Resolution 2025-50 authorizing an appropriation in the amount of $300,000 from CALSTART. Combined with additional funding from the Port, the total funding for the FRANC program increased to $2,200,000.

The additional funding, coupled with the remaining funds available from the Port, has allowed the City to purchase one additional NEV to join the two existing NEVs currently operating in the FRANC program.

In preparation for the third NEV to enter into service, staff is requesting approval from the City Council to authorize the Mayor to execute a First Amendment to the Agreement with Circuit to grant Circuit the right to operate city-owned NEVs, modify on-demand service hours, and extend the Agreement to September 3, 2027.

FINANCIAL STATEMENT:
No additional funding or appropriations are requested at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

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 – First Amendment
Exhibit B – Scope of Work (Amended)
Exhibit C – Resolution

FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND CIRCUIT TRANSIT INC.

THIS FIRST AMENDMENT ("Amendment") is entered into this 1st day of March, 2026 ("Effective Date"), by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and CIRCUIT TRANSIT INC., a Florida corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and CONTRACTOR entered into an agreement, dated June 28, 2023, for the term of June 28, 2023 through June 28, 2026 (the "Agreement"), wherein the CONTRACTOR agreed to provide specialized services to operate clean mobility vehicles to comply with the Clean Mobility Options ("CMO") Voucher Program for the Free Ride Around National City ("FRANC") Electric Vehicle On-Demand Shuttle Service for a not-to-exceed amount of $2 million, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, based on the CONTRACTOR's performance and quality of work, and to ensure continued operation of the FRANC, the CITY desires to have the CONTRACTOR continue providing specialized services to comply with the CMO Voucher Program for the CITY, and the CONTRACTOR is willing to perform such services; and

WHEREAS, the CITY has acquired a third electric vehicle and desires to place said vehicle into service for the FRANC, in addition to the two vehicles currently under the Agreement; and

WHEREAS, the parties desire to amend the Agreement by exercising the first of two (2) extensions to extend the term of the Agreement to September 3, 2027; to approve an assignment for CONTRACTOR's right to payments; and to add operation of the CITY-owned vehicle for the FRANC, as more specifically set forth below.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The June 28, 2023 Agreement, in exercise of the extension provision, is hereby amended to extend the term of the Agreement through September 3, 2027. The parties agree that said extension shall constitute the first of the two (2) extensions under Section 2, Effective Date and Length of Agreement-- notwithstanding that it exceeds one (1) year -- to align with and ensure continuity of service through the term of the CMO Voucher Program.

2. Pursuant to Section 24(G), *Assignment & Assumption of Rights*, CITY hereby consents to CONTRACTOR's assignment of its rights to receive payments or accounts receivable due under the Agreement to Silicon Valley Bank, a division of First-Citizens Bank & Trust Company

("SVB"), in connection with a revolving line of credit or other financing facility. Such assignment shall be strictly limited to CONTRACTOR's rights to payment and shall not modify any other rights or obligations under the Agreement, but shall be subject to assignee assuming all obligations of CONTRACTOR under this Agreement related to the rights assigned.

3. Exhibit "B" to the Agreement, titled Scope of Work, is hereby amended and replaced with Exhibit "B" attached to this First Amendment.

4. Exhibit "C" to the Agreement, titled Pricing Allocation, is hereby amended to add and include:

Total Estimated Annual Cost for Year 3 Services: **$398,125.44**
Total Estimated Annual Cost for Year 4 Services: **$474,668.04**

Estimated Payment Schedule:

Product	*Date*	*Amount*	*Product*	*Date*	*Amount*
Month 25 Service	Sept-25	$26,237.79	Month 37 Service	Sept-26	$39,555.67
Month 26 Service	Oct-25	$26,237.79	Month 38 Service	Oct-26	$39,555.67
Month 27 Service	Nov-25	$26,237.79	Month 39 Service	Nov-26	$39,555.67
Month 28 Service	Dec-25	$26,237.79	Month 40 Service	Dec-26	$39,555.67
Month 29 Service	Jan-26	$26,237.79	Month 41 Service	Jan-27	$39,555.67
Month 30 Service	Feb-26	$26,237.79	Month 42 Service	Feb-27	$39,555.67
Month 31 Service	Mar-26	$40,116.45	Month 43 Service	Mar-27	$39,555.67
Month 32 Service	Apr-26	$40,116.45	Month 44 Service	Apr-27	$39,555.67
Month 33 Service	May-26	$40,116.45	Month 45 Service	May-27	$39,555.67
Month 34 Service	Jun-26	$40,116.45	Month 46 Service	Jun-27	$39,555.67
Month 35 Service	Jul-26	$40,116.45	Month 47 Service	Jul-27	$39,555.67
Month 36 Service	Aug-26	$40,116.45	Month 48 Service	Aug-27	$39,555.67
Year 3 Total		**$398,125.44**	**Year 4 Total**		**$474,668.04**

5. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the June 28, 2023 Agreement shall remain in full force and effect.

- Signature Page Follows -

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

CITY OF NATIONAL CITY

By:_____
Name: Ron Morrison
Title: Mayor

Date: _____

APPROVED AS TO FORM:

By:_____
Name: Heidi Skinner
Title: Interim City Attorney

Date: _____

CIRCUIT TRANSIT INC.

By:_____
Name: James Mirras
Title: COO / Co-Founder

Date: _____

EXHIBIT B – SCOPE OF WORK

Effective March 1, 2026, Contractor will provide on-demand shuttle services using all-electric vehicles ("Services") within a geo-fenced coverage area as shown below in Exhibit E (the "Service Area"). All Services will provide a total of **Two Hundred Sixty-Two (262)** weekly vehicle hours, all supplied during the below Hours of Operation.

On demand service will be hailed using an app or hand hailed. The coverage area and details of the Service are subject to change based on utilization and decisions made by Contractor and the City. Please note that any changes to operating hours may impact the total cost of the program.

Performance Date: **September 4, 2023**

Performance End Date: **Three (3) years from the Performance Date and can include two (2) one-year extensions**

Vehicles: **Three (3)**

The service will run **seven (7)** days per week during the Hours of Operation including certain holidays.

Hours of Operation			
Day	**Open**	**Close**	**Hours**
Monday	6:30 AM	8:00 PM	13.5
Tuesday	6:30 AM	8:00 PM	13.5
Wednesday	6:30 AM	8:00 PM	13.5
Thursday	6:30 AM	8:00 PM	13.5
Friday	6:30 AM	8:00 PM	13.5
Saturday	9:00 AM	9:00 PM	12
Sunday	9:00 AM	9:00 PM	12

Hours of Operation	
WEEKLY HOURS OF OPERATION	**91.5**

Condition of Vehicles and Storage Areas.

- All vehicles to be maintained clean and free of dirt, grim, graffiti, stains and smells.
- Storage areas/parking area to be kept clean and free of trash. If a vehicle is placed out of service for more than 24 hours, a substitute vehicle will be brought in to continue service.
- Data collection: All rides will be recorded/logged. Ridership data will be shared with the City on a weekly frequency.

City-Provided Vehicles; Ownership and Right to Operate.

City will make available to Contractor one (1) vehicle (the "City Vehicle"). All ownership rights for City Vehicle, including title and registration, remain solely with the City. For the term of the Agreement (as extended or renewed), the City grants Contractor the exclusive right to possess, operate, dispatch, wrap/brand, and equip the City Vehicle with driver safety, fare, communications, and telematics hardware/software necessary to perform the Services within the Service Area. This grant is limited to use in performance of the Services and does not create a leasehold or security interest.

City Vehicle Responsibilities.

The parties' responsibilities for the City Vehicle are as follows:

- Ownership: City retains title to the City Vehicle.
- Vehicle Costs & Registration: Contractor is responsible for vehicle-related costs, including renewal registration fees associated with the City Vehicle. City will cooperate in executing any documents reasonably required to accomplish registration/renewal while retaining title in City's name.
- Insurance: Contractor will maintain insurance for the City Vehicle as set forth in Section 18, Insurance, of the Agreement.
- Storage & Charging: City will provide storage and charging for the City Vehicle with the rest of the fleet. City will be responsible for associated site/utilities costs.
- Maintenance: Contractor will coordinate and perform scheduled maintenance in accordance with manufacturer recommendations and applicable law, and will manage warranty service.
- Repairs: Contractor will manage and pay for repairs not covered by factory warranty (the parties acknowledge the City Vehicle is a 2025 model year vehicle, in brand new condition,

with factory warranty). Contractor will coordinate warranty claims and recalls with the City.

- Technology & App: Contractor will install and maintain telematics/AVL and related technology (including Samsara) and will operate the service on the Contractor's app (the "Circuit app"). The City authorizes installation, and removal at end of Term. Contractor will restore vehicle surfaces to reasonable condition, ordinary wear and tear excepted.
- Return Condition: Upon expiration or termination, Contractor will remove technology and wraps and return the City Vehicle to the City in substantially the same condition as received, ordinary wear and tear and manufacturer defects excepted.
- Indemnity: Contractor's operation of and Services utilizing the City Vehicle are included in and subject to the indemnity and hold harmless obligations of Section 15 of the Agreement.

Vehicle Identification.

The City will provide vehicle identification numbers (VIN) and proof of title for the City Vehicle within fifteen (15) days after the Effective Date of the First Amendment to the Agreement. Contractor may temporarily operate the units pending receipt of such information if permitted by law.

No Separate Vehicle Lease.

The parties acknowledge and agree that the foregoing provisions govern possession and use of the City Vehicle, and that no separate vehicle lease is intended or required.

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH CIRCUIT TRANSIT INC. TO MODIFY THE SCOPE OF SERVICES AND EXTEND THE TERM OF THE AGREEMENT TO SEPTEMBER 3, 2027.

WHEREAS, on August 3, 2021, the City Council of the City of National City ("City") adopted Resolution 2021-104 authorizing participation in the Clean Mobility Options ("CMO") Voucher Pilot Program from the California Air Resources Board ("CARB") for the Free Ride Around National City Neighborhood Electric Vehicle on-demand shuttle service (the "FRANC"); and

WHEREAS, on February 9, 2022, voucher agreement number MP20W1A-19 (the "Voucher Agreement") was executed between the City of National City and CALSTART, Inc. ("CALSTART") for funding of the FRANC, with an initial award in an amount not-to-exceed $999,996; and

WHEREAS, on December 6, 2022, the City Council adopted Resolution 2022-196 appropriating $999,996 from the CMO Voucher Pilot Program for the FRANC; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution 2023-83 awarding an agreement to Circuit Transit Inc. ("Circuit") to operate the FRANC (the "Agreement"); and

WHEREAS, at the same meeting, the City Council adopted Resolution 2023-89 authorizing a Memorandum of Understanding with the San Diego Port District ("Port") to contribute funding for the FRANC and authorizing an appropriation in the amount of $400,000 from the Port for the FRANC; and

WHEREAS, on November 13, 2023, amendment 01 to the Voucher Agreement was executed to increase funding to an amount not-to-exceed $1,500,000, an increase of $500,004 from the initial award of $999,996; and

WHEREAS, on April 16, 2024, the City Council adopted Resolution 2024-29 authorizing an appropriation in the amount of $500,004 from CALSTART pursuant to the Voucher Agreement for the FRANC; and

WHEREAS, on April 24, 2025, amendment 02 was executed to increase funding to an amount not-to-exceed $1,800,000, an increase of $300,000 from the prior award of $1,500,000; and

WHEREAS, on May 20, 2025, the City Council adopted Resolution 2025-50 authorizing the establishment of an appropriation and corresponding revenue budget in the amount of $300,000 from CALSTART, through CARB, for the FRANC which, combined with additional funding from the Port, increased the total funding for the FRANC to $2,200,000; and

WHEREAS, the additional funding, coupled with the remaining funds available from the Port, has enabled the City to purchase an additional electric vehicle for the FRANC to supplement the two existing vehicles currently operating under the Agreement with Circuit; and

WHEREAS, in order to incorporate the City-owned vehicle into the current operations by Circuit under the Agreement, staff recommends approval of a First Amendment to the Agreement with Circuit to modify the scope of services to account for the City-owned vehicle, including granting Circuit the right to operate the City-owned vehicle and increasing on-demand services hours, and to extend the Agreement to September 3, 2027.

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

Section 1: That the City Council hereby authorizes the Mayor to execute a First Amendment to the agreement with Circuit Transit Inc. to modify the scope of services to provide for operation of the City-owned vehicle and extend the term of the agreement to September 3, 2027.

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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **David Welch, Principal Planner**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
2024 and 2025 General Plan Annual Progress Reports

RECOMMENDATION:
Accept and file the reports.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Government Code Section 65400 requires the City to annually prepare a report, the General Plan Annual Progress Report (GP APR), regarding the status of the City's General Plan (GP) and progress in its implementation, and provide the GP APR to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). Staff has completed reports for both the 2024 and 2025 calendar years to address the previous year's omission. The GP APR provides for the annual review of the General Plan to assess the level of implementation and effectiveness of the General Plan as a guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds. The GP APR also provides information regarding the City's progress in meeting its share of regional housing needs allocation (RHNA). The attached reports have been prepared in response to this requirement and will be submitted to the Governor's Office of Planning and Research State Clearinghouse and Planning Unit.

FINANCIAL STATEMENT:
General Plan Annual Progress Reports are state-mandated documentation that must be submitted on an annual basis. Full-time planning staff completes the required reports within a reasonable timeframe to avoid unnecessary cost to the City.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

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

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – 2024 General Plan Annual Progress Report
Exhibit B – 2025 General Plan Annual Progress Report



2024 General Plan Annual Progress Report

Presentation to City Council March 17, 2026

TOGETHER WE CAN!

TABLE OF CONTENTS

	PAGE
INTRODUCTION	2
GENERAL PLAN IMPLEMENTATION AND UPDATES	3-7
Conservation and Sustainability Element	
Education and Community Participation Element	
Health and Environmental Justice Element	
Housing Element	
Land Use Element	
Noise and Nuisance Element	
Open Space and Agricultural Element	
Safety Element	
Transportation Element	
COMPLIANCE WITH OPR 2017 GUIDELINES	7
PLANNING PRIORITIES	8
PLANNING PROPOSALS	8
OTHER PLANNING CONSIDERATIONS	8-10

INTRODUCTION

Government Code Section 65400 requires the City to annually prepare a report, the General Plan Annual Progress Report (GP APR), regarding the status of the City's General Plan (GP) and progress in its implementation, and provide the GP APR to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The GP APR provides for the annual review of the General Plan to assess the level of implementation and effectiveness of the General Plan as a guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds. The GP APR also provides information regarding the City's progress in meeting its share of regional housing needs (RHNA).

The General Plan is the City's official policy that guides decisions affecting future physical development and change within the City. The current General Plan was originally adopted on June 7, 2011, but most elements were updated in 2023 and 2024 as part of the Focused General Plan Update. There are seven State-required elements within the General Plan: **Land Use**, **Circulation**, **Housing**, **Safety**, **Noise**, **Open Space**, and **Conservation.** An **Environmental Justice** Element is also required for most jurisdictions, including National City. Currently, the City's General Plan is organized as follows:

- **Conservation** and Sustainability Element
- Education and Community Participation Element (optional)
- Health and **Environmental Justice** Element
- **Housing** Element
- **Land Use** Element
- **Noise** and Nuisance Element
- **Open Space** and Agriculture Element
- **Safety** Element
- Transportation Element (**Circulation**)

Additional guiding documents include the Bicycle Master Plan, Climate Action Plan, Downtown Specific Plan, and Westside Specific Plan.

As of 2024 the City of National City has completed both a Focused General Plan Update and Climate Action Plan Update. The updated elements include: Land Use, Transportation (Circulation), Safety, and Housing. The remaining elements were last updated in 2011. Referenced General Plan documents can be accessed at https://www.nationalcityca.gov/government/community-

development/planning/general-plan. It is anticipated that the next General Plan update will be the Housing Element, which will be due in 2029 to coincide with the 7th cycle planning period.

Starting in 2017 and continuing to date, the passage of numerous housing bills has impacted planning priorities placing a significant emphasis on addressing the housing shortage by amending state law to facilitate and incentivize the development of dwelling units to increase the housing supply throughout the state. The City has prioritized the facilitation of increasing the City's housing stock by drafting and adopting ordinances to meet state requirements and by updating the Housing Element. The 2021 – 2029 Sixth Cycle Housing Element (part of the ongoing Focused General Plan Update) was adopted by the City Council on August 3, 2022 and certified by the California Housing and Community Development (HCD) Department on November 10, 2022.

GENERAL PLAN IMPLEMENTATION

Conservation and Sustainability Element. The City adopted an updated Climate Action Plan (CAP) on March 19, 2024, as part of its Focused General Plan Update. The CAP includes more current information on the policy and regulatory framework related to air quality and greenhouse gas emissions. In addition, the updated plan provides a robust update to the City's emissions inventory to help guide reduction efforts. Key strategies in the CAP include a reduction framework based on sectors, encouraging efficient transportation systems and land uses patterns, increasing efficiencies in residential and commercial buildings, increasing renewable energy production, improving solid waste efficiency, reducing energy use in water and wastewater management, and a summary of target reductions for each strategy. A follow up Implementation Plan is also planned.

Since 2011, the City has encouraged energy efficiency by collaborating with the City of Chula Vista and South Bay Energy Action Collaborative in offering a Free Resource & Energy Business Evaluation (FREBE) Program. The FREBE Programs require businesses in the city to perform on-site energy and water audits in order for buildings to be as efficient as possible. In addition, the City adopted several Property Assessed Clean Energy (PACE) programs to help homeowners save energy and water.

The Focused General Plan Update project also included a new Bicycle Master Plan. This newly-adopted plan will help to support ongoing implementation of bicycle corridor improvements and supportive infrastructure such as bicycle parking. It could also help attract additional funding opportunities through available grants. In addition, the City fostered land use intensity near, along with connectivity to, retail and employment

centers and services to reduce vehicle miles traveled (VMT) by implementing amendments to the zoning map and adding a new mixed-use overlay.

Education and Community Participation Element. The City library has several programs that meet the needs of all residents, including adult literacy, access to technology (computer lab, computer classes, 3D printing), and distance learning, and high school diploma programs.

Health and Environmental Justice. The City was the first in California to adopt a Health and Environmental Justice Element in 2011. Since that time, the City has encouraged policies and communication related to the goals in the element, including participation in the Portside Community Emission Reduction Program (CERP), as well garnering participation in land use decisions such as the Transit Oriented Development Overlay (TODO) Plan and the Focused General Plan Update.

The City has embarked on a series of recreation improvement projects in City parks, as well as adding Paradise Creek Park, which has implemented access to safe and accessible physical activities to meet the needs of all segments of the community. The next major project is an expansion of Pepper Park, which will provide greater access to the City's waterfront for residents. The expansion project is being planned by the Port of San Diego.

Another goal of the Health and Environmental Justice Element is convenient and accessible health services that meet the needs of the community. In 2022, the City approved a new PACE (Programs of All-Inclusive Care for the Elderly) clinic that is currently under construction.

Housing Element. The 2021 – 2029 Sixth Cycle Housing Element was adopted by the City Council on August 3, 2021 and certified by the California Housing and Community Development (HCD) Department on November 10, 2021.

5,437 units were identified as National City's 2021-2029 Regional Housing Needs Assessment (RHNA) target. In calendar year 2024, 204 units were issued building permits in National City. This brings National City's cumulative Sixth Cycle RHNA total up to 705, leaving 4,732 remaining of the target.

Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2020-04/29/2021	2021	2022	2023	2024	Total Units to Date
Very Low	Deed Restricted	645	0	1	33	0	57	91
	Non-Deed Restricted		0	0	0	0	0	
Low	Deed Restricted	506	6	1	113	0	36	156
	Non-Deed Restricted		3	8	28	49	32	120
Moderate	Deed Restricted	711	0	0	0	0	0	
	Non-Deed Restricted		0	0	0	0	0	
Above Moderate		3575	40	71	131	17	79	338
Total RHNA		5437						
Total Units			49	81	305	66	204	705

The 204 units identified by building permit data for 2024 include 158 multi-family units, 32 accessory dwelling units, and 14 single-family homes. In the same year, 153 units were completed, consisting of 127 multi-family units, 22 accessory dwelling units, and four single-family homes. A more detailed breakdown was included in the 2024 Housing Element Annual Progress Report, which was submitted to HCD and OPR in March 2025.

2024 was a significant year for National City as several planning documents and code amendments related to the Focused General Plan Update were implemented. Of note, a mixed-use overlay zone and floor area density bonus program were added to the City's Land Use Code. The Zoning Map was also amended to increase permitted densities in strategic areas of the City. The City also welcomed a new 160-bed transitional housing facility

In prior years, many of the affordable housing projects in National City were funded with redevelopment funds from the redevelopment agency that has since been abolished with the passage of AB 26 (effective in 2012). Many cities as a result, including National City, have fewer funding options to meet Regional Housing Needs Assessment (RHNA) targets. Planning and Housing staff have identified non-restricted units, such as ADUs and SB 9 units, for potential inclusion when reporting in the future to provide more accurate data on the affordability of constructed units.

Land Use Element. The City's Land Use Element (previously Land Use and Community Character) was updated in early 2023. However, supportive changes to the City's General Plan and Land Use Code were also implemented in 2024, such as amendments to the General Plan Land Use Map and Zoning Map. The City has also made significant progress planning for its Coastal Zone with the passage of an updated Local Coastal Plan (LCP) by City Council and certification by the California Coastal Commission in 2024. Funding was also secured for the completion of the Implementation Plan.

Smaller efforts included an initiation of a General Plan Amendment and Zone Change to allow for the construction of five-unit apartment building and a street vacation that could allow for a small subdivision on a vacant parcel in the future. Staff has also facilitated initial discussions with the City Council on a potential short-term rental ordinance.

Noise and Nuisance Element. Traffic is the most significant source of noise in National City. I-5, I-805, and SR-54 are the most prevalent sources of traffic noise and affect distant land uses. Major arterials, including National City Boulevard, Highland Avenue, Euclid Avenue, Division Street, Plaza Boulevard, Civic Center Drive, 18th Street, Bay Marina Drive/Mile of Cars Way, and 30th Street/Sweetwater Road are the most significant noise sources for land uses immediately adjoining these roadways. There are also several noise-generating land uses west of I-5 including Naval Base San Diego, industrial manufacturing, commercial, and institutional uses. Noise generating activities throughout this portion of the city include heavy flow of trucks, industrial equipment, and operations at the Naval base.

The City continues to encourage the enforcement of State and City noise standards for trucks, cars, and motorcycles through coordination with the California Highway Patrol and National City Police Department. The City has also continued to enforce Title 24 of the California Building Code, which contains required noise insulation standards in building design and construction to reduce noise generated by non-transportation sources.

Open Space and Agriculture Element. Approximately five percent of the planning area of National City is dedicated to open space, parks, and agricultural uses. Only 2.3 percent of land within the planning area remains vacant. Due to the highly developed nature of the community, the City faces significant challenges in the provision of additional open space and recreational facilities. Despite a lack of vacant land, opportunities exist within the urban fabric of the community to provide new recreational and open space areas. Possible solutions include: rooftop gardens; closing or

converting a limited number of redundant streets for the purpose of creating mini parks, community gardens, and plazas; incorporating trail systems into utility corridors; turning vacant parcels into parks or community gardens; and the enhancement of public street rights-of-way for use as open space.

Since the General Plan was adopted in 2011, the City has worked with local nonprofits to implement the production of pocket farms in the city. While work is still ongoing, the City has constructed one new city park – Paradise Creek Park – which is approximately four acres in size and opened in 2022. The City is also funding improvements at El Toyon Park as part of the Fiscal Year 2024-2025 Capital Improvement Program.

Safety Element. This element was updated in 2023 as part of the Focused General Plan Update project. The purpose of this element is to protect the community from risks of injury, loss of life and property, and environmental damage associated with natural and manmade hazards such as wildfires, geologic and seismic hazards, flooding, hazardous materials, military installations, and brownfields. This element also includes recent data on identified risks and hazards within the jurisdiction as well as new goals and policies related to climate adaptation.

Transportation (Circulation) Element. This element was updated in 2024 as part of the Focused General Plan Update project. The purpose of this element is to plan for the movement of people and goods and identify the general location and extent of existing and proposed major roadways, transportation routes, terminals, air and water ports, and pedestrian and bikeway facilities. National City's dense and compact urban form makes it highly adaptable for mixed-use, pedestrian-friendly development and the incorporation of multi-modal transportation options. Renaming this element in the City's General Plan acknowledges the need to have more comprehensive transportation polices to keep up with the changing needs of the City. Key concepts from the updated element include "10-minuite" neighborhoods, economic development, safety and resilience, and new mobility and emerging technology. The City also adopted a new Bicycle Master Plan

COMPLIANCE WITH OPR GUIDELINES

The updated 2017 General Plan Guidelines provides local jurisdictions with guidance on addressing new issues such as environmental justice considerations, climate change/sea level rise impacts, collaborative planning with the military lands and facilities, and consultation with Native American tribes. The current 2011 GP is out of compliance with the 2017 General Plan Guidelines with regard to Land Use, Circulation, and Safety, which is the reason for undertaking the current Focused General Plan Update effort. The City has coordinated with environmental justice organizations, Navy Region Southwest, and Native American tribes as part of the stakeholder outreach

process for the Focused General Plan Update. In addition, the City routinely coordinates with the California Native American Heritage Commission on CEQA (California Environmental Quality Act) matters, as required by AB 52 and SB 18 (Tribal Consultation).

PLANNING PRIORITIES

The Focused General Plan Update has established a new set of goals and priorities for the City. It is important for City leaders and staff to utilize these updates to better prioritize future projects. One of the programs the City is working on implementing is House National City, which will develop new floor area ratio (FAR) opt-in regulations that will create new homes for the community in areas zoned for multi-family and mixed-use. Additionally, it will provide new affordable homes near bus and trolley stops, known as Transit Priority Areas, generating community benefits that will uplift the quality of life for all residents.

PLANNING PROPOSALS

Goals, policies, objectives, standards or other plan proposals that need to be amended include the City's Local Coastal Program, last updated in 1998. The Local Coastal Program Update, which began in Spring of 2023, is proposed in three phases: Reflect recent changes on National City Marine Terminal/Port lands (Port of San Diego) with regard to boundaries and uses (National City Balanced Plan), amend Land Use and Implementation Plan components to reflect the current General Plan and Zoning Ordinance ($100,000 in grant funding has been provided by the California Coastal Commission), and a comprehensive Local Coastal Program Update (future action).

OTHER PLANNING CONSIDERATIONS

Major Developments. Among the major developments, the Kimball Highland project completed construction and is ready for occupancy. Kimball Highland is a two-property scattered site, infill, multi-family apartment development, with one property located at 14th Street and Kimball Way at F Avenue (Site 1, 61 units), and the second property located at 1221 D Avenue (Site 2, 84 units). The two sites are located within walking distance (approximately 525 feet). The development will be located near transit, employment, shopping centers, a park, full-service grocery store, health clinic, pharmacy, schools, and other community amenities. The City also opened its first transitional housing facility at 2400 Euclid Avenue. The facility has a capacity of 160 beds and will be operated by San Diego Rescue Mission.

Intergovernmental Coordination. The City has collaborated with the Unified Port District of San Diego on the National City Balanced Plan, a plan to rebalance land uses

for the National City Bayfront. The City has also coordinated with the US Navy, the San Diego County Regional Airport Authority, and San Diego County Tribal agencies as part of the ongoing Focused General Plan Update and other significant developments.

Infill development, reuse, and redevelopment. National City is a built-out city and any new development is basically infill and redevelopment. Although redevelopment funds through AB 26 were lost, commercial redevelopment and affordable housing projects continue to be proposed, particularly in conjunction with GC 65915 (Density Bonus).

Environmental Resource Protection. The northern extent of the Sweetwater Marsh National Wildlife Refuge is located in National City west of Interstate 5 (I-5) and north of Sweetwater River. Established to protect endangered and threatened species, the Refuge encompasses approximately 2,620 acres of land and water in and around San Diego Bay, including the cities of National City, Chula Vista, San Diego, Imperial Beach, and Coronado. There is also the Bannister Marsh, an upstream tributary to Sweetwater Marsh east of I-5, as well as Paradise Creek which is located near 18th Street, 22nd Street, and Hoover Avenue. These areas are protected by policies in our Local Coastal Plan (Bannister Marsh) and the Westside Specific Plan (Paradise Creek). With the exception of these protected natural open space areas, the City is almost completely urban in nature, with little in the way of emergent wetlands or riverine areas. A such, City staff promotes resource protection through General Plan policy (Open Space and Agriculture Element and Conservation and Sustainability Element).

Economic development. The City has an adopted Economic Development Strategic Plan (2017-2022). The goals of the Strategic Plan are to collaborate and communicate, support business, promote vibrant neighborhoods, support employment and increase city revenues. These goals are created in support of the City's existing strategic goals and specific plans. The purpose of expanding the City's goals is to create a plan that is specifically tailored to driving economic development. The Economic Development Strategic Plan includes an overview of market research, historical data and the strategic steps necessary to meet our goals.

Under Goal C3. Tourism Promotion in the Strategic Plan, areas of Focus include Hotel Attraction, which entails promoting the expansion of Pepper Park (Port of San Diego) and the Marina District to attract hotel developers. Existing city parcels available for hotel development include approximately two acres of land near Westfield Plaza Bonita, Bay Marina Drive north of the Marina District, and 32nd Street and Marina Dr. near Pepper Park in the Marina District. The soon-to-be-adopted National City Balanced Plan (Port of San Diego) and related Local Coastal Program updates include goals and implementation strategies to further this Economic Development Strategic Plan goal.

Monitoring long-term growth. Since National City is a built-out community, there is limited vacant land available for large scale development, excepting the two acres mentioned above.

Grants administration. In addition to the LCP update that is funded by a $100,000 LCP grant from the Coastal Commission, notable City Capital Improvement projects currently under construction or in planning include:

8th Street Mobility Hub for FRANC NEV Shuttles (CIP 22-15)

- $500,000 CALSTART CMO Voucher Program grant

El Toyon Park Improvements (CIP 22-26)

- $5,632,600 Prop 68 grant



2025 General Plan Annual Progress Report

Presentation to City Council March 17, 2026

TABLE OF CONTENTS

	PAGE
INTRODUCTION	2
GENERAL PLAN IMPLEMENTATION AND UPDATES	3-7
Conservation and Sustainability Element	
Education and Community Participation Element	
Health and Environmental Justice Element	
Housing Element	
Land Use Element	
Noise and Nuisance Element	
Open Space and Agricultural Element	
Safety Element	
Transportation Element	
COMPLIANCE WITH OPR 2017 GUIDELINES	7
PLANNING PRIORITIES	8
PLANNING PROPOSALS	8
OTHER PLANNING CONSIDERATIONS	9-10

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As of 2025 the City of National City has completed both a Focused General Plan Update and Climate Action Plan Update. The updated elements include: Land Use, Transportation (Circulation), Safety, and Housing. The remaining elements were last updated in 2011. Referenced General Plan documents can be accessed at https://www.nationalcityca.gov/government/community-

development/planning/general-plan. It is anticipated that the next General Plan update will be the Housing Element, which will be due in 2029 to coincide with the 7th cycle planning period.

Starting in 2017 and continuing to date, the passage of numerous housing bills has impacted planning priorities placing a significant emphasis on addressing the housing shortage by amending state law to facilitate and incentivize the development of dwelling units to increase the housing supply throughout the state. The City has prioritized the facilitation of increasing the City's housing stock by drafting and adopting ordinances to meet state requirements and by updating the Housing Element. The 2021 – 2029 Sixth Cycle Housing Element (part of the ongoing Focused General Plan Update) was adopted by the City Council on August 3, 2022 and certified by the California Housing and Community Development (HCD) Department on November 10, 2022.

GENERAL PLAN IMPLEMENTATION

Conservation and Sustainability Element. The City adopted an updated Climate Action Plan (CAP) on March 19, 2024, as part of its Focused General Plan Update. The CAP includes more current information on the policy and regulatory framework related to air quality and greenhouse gas emissions. In addition, the updated plan provides a robust update to the City's emissions inventory to help guide reduction efforts. Key strategies in the CAP include a reduction framework based on sectors, encouraging efficient transportation systems and land uses patterns, increasing efficiencies in residential and commercial buildings, increasing renewable energy production, improving solid waste efficiency, reducing energy use in water and wastewater management, and a summary of target reductions for each strategy. A follow up Implementation Plan has also been produced (February 2026).

Since 2011, the City has encouraged energy efficiency by collaborating with the City of Chula Vista and South Bay Energy Action Collaborative in offering a Free Resource & Energy Business Evaluation (FREBE) Program. The FREBE Programs require businesses in the city to perform on-site energy and water audits in order for buildings to be as efficient as possible. In addition, the City adopted several Property Assessed Clean Energy (PACE) programs to help homeowners save energy and water.

The Focused General Plan Update project also included a new Bicycle Master Plan. This newly-adopted plan will help to support ongoing implementation of bicycle corridor improvements and supportive infrastructure such as bicycle parking. It could also help attract additional funding opportunities through available grants. In addition, the City fostered land use intensity near, along with connectivity to, retail and employment

centers and services to reduce vehicle miles traveled (VMT) by implementing amendments to the zoning map and adding a new mixed-use overlay.

Education and Community Participation Element. The City library has several programs that meet the needs of all residents, including adult literacy, access to technology (computer lab, computer classes, 3D printing), and distance learning, and high school diploma programs.

Health and Environmental Justice. The City was the first in California to adopt a Health and Environmental Justice Element in 2011. Since that time, the City has encouraged policies and communication related to the goals in the element, including participation in the Portside Community Emission Reduction Program (CERP), as well garnering participation in land use decisions such as the Transit Oriented Development Overlay (TODO) Plan and the Focused General Plan Update.

In 2025, the City adopted a Tobacco Retail Ordinance that created new rules effecting all tobacco sales, location restrictions for new retailers, updated penalties for violations, and revised procedures for compliance inspections. This new ordinance is intended to ensure retailers are in compliance with the rules and regulations pertaining to tobacco and protect youth from being able to purchase such products illegally.

The City has also embarked on a series of recreation improvement projects in City parks, as well as adding Paradise Creek Park, which has implemented access to safe and accessible physical activities to meet the needs of all segments of the community. The next major project is an expansion of Pepper Park, which will provide greater access to the City's waterfront for residents. The expansion project is being planned by the Port of San Diego.

Another goal of the Health and Environmental Justice Element is convenient and accessible health services that meet the needs of the community. In 2022, the City approved a new PACE (Programs of All-Inclusive Care for the Elderly) clinic that is currently completing construction.

Housing Element. The 2021 – 2029 Sixth Cycle Housing Element was adopted by the City Council on August 3, 2021 and certified by the California Housing and Community Development (HCD) Department on November 10, 2021.

5,437 units were identified as National City's 2021-2029 Regional Housing Needs Assessment (RHNA) target. In calendar year 2025, 51 units were issued building

permits in National City. This brings National City's cumulative Sixth Cycle RHNA total up to 756, leaving 4,681 remaining of the target.

Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2020-04/29/2021	2021	2022	2023	2024	2025	Total Units to Date
Very Low	Deed Restricted	645	0	1	33	0	57	0	91
	Non-Deed Restricted		0	0	0	0	0	0	
Low	Deed Restricted	506	6	1	113	0	36	0	156
	Non-Deed Restricted		3	8	28	49	32	49	169
Moderate	Deed Restricted	711	0	0	0	0	0	0	
	Non-Deed Restricted		0	0	0	0	0	0	
Above Moderate		3575	40	71	131	17	79	2	340
Total RHNA		5437							
Total Units			49	81	305	66	204	51	756

The 51 units identified by building permit data for 2025 include 49 accessory dwelling units and two single-family homes. In the same year, 234 units were completed, consisting of 193 multi-family units, 39 accessory dwelling units, and two single-family homes. A more detailed breakdown is included in the 2025 Housing Element Annual Progress Report, which will be submitted to HCD and OPR in March 2026.

The previous year was significant for National City as several planning documents and code amendments related to the Focused General Plan Update were implemented. Of note, a mixed-use overlay zone and a floor area density bonus program were added to the City's Land Use Code. The Zoning Map was also amended to increase permitted densities in strategic areas of the City. A new project for 2025 was the "Own National City" program, which launched a request for proposals to construct new housing developments on City-owned land with an emphasis on home ownership. The City also has partnered with San Diego State University for support on brownfields, which includes assistance with Phase 1 Environmental Assessments.

In prior years, many of the affordable housing projects in National City were funded with redevelopment funds from the redevelopment agency that has since been abolished with the passage of AB 26 (effective in 2012). Many cities as a result, including National City, have fewer funding options to meet Regional Housing Needs Assessment (RHNA)

targets. Planning and Housing staff have identified non-restricted units, such as ADUs and SB 9 units, for potential inclusion when reporting in the future to provide more accurate data on the affordability of constructed units.

Land Use Element. The City's Land Use Element (previously Land Use and Community Character) was updated in early 2023. Supportive changes to the City's General Plan and Land Use Code were also implemented in 2024, such as amendments to the General Plan Land Use Map and Zoning Map. The City has also made significant progress planning for its Coastal Zone with the passage of an updated Local Coastal Plan (LCP) by City Council and certification by the California Coastal Commission in 2024. Funding was also secured for the completion of the Implementation Plan and a draft has been completed and expected to be finalized in 2026.

Several amendments to the City's General Plan and Land Use Code were completed in 2025. The City approved a General Plan Amendment and Zone Change for properties near the intersection of East 16th Street and Harbison Avenue. The change will allow for the construction of a small multi-family apartment building and reduce the number of non-conforming structures in the area. The City also created a new Lot Tie Ordinance to provide an additional development remedy. The City also increased the number of stories that are permitted in the MXC-1 and MXC-2 zones to allow for more flexibility in how sites are developed. Previously, the City had also modified its measurement of height to make it easier to develop on sloped lots. Finally, the City adopted a new Short-Term Rental Ordinance that will place new regulation on the operation of short-term rentals in National City. The primary reason for this new ordinance was to address nuisances related to existing properties. However, the licensing program could also help ensure that most housing units in the City are still available for renters.

Noise and Nuisance Element. Traffic is the most significant source of noise in National City. I-5, I-805, and SR-54 are the most prevalent sources of traffic noise and affect distant land uses. Major arterials, including National City Boulevard, Highland Avenue, Euclid Avenue, Division Street, Plaza Boulevard, Civic Center Drive, 18th Street, Bay Marina Drive/Mile of Cars Way, and 30th Street/Sweetwater Road are the most significant noise sources for land uses immediately adjoining these roadways. There are also several noise-generating land uses west of I-5 including Naval Base San Diego, industrial manufacturing, commercial, and institutional uses. Noise generating activities throughout this portion of the city include heavy flow of trucks, industrial equipment, and operations at the Naval base.

The City continues to encourage the enforcement of State and City noise standards for trucks, cars, and motorcycles through coordination with the California Highway Patrol and National City Police Department. The City has also continued to enforce Title 24 of the California Building Code, which contains required noise insulation standards in building design and construction to reduce noise generated by non-transportation sources.

Open Space and Agriculture Element. Approximately five percent of the planning area of National City is dedicated to open space, parks, and agricultural uses. Only 2.3 percent of land within the planning area remains vacant. Due to the highly developed nature of the community, the City faces significant challenges in the provision of additional open space and recreational facilities. Despite a lack of vacant land, opportunities exist within the urban fabric of the community to provide new recreational and open space areas. Possible solutions include: rooftop gardens; closing or converting a limited number of redundant streets for the purpose of creating mini parks, community gardens, and plazas; incorporating trail systems into utility corridors; turning vacant parcels into parks or community gardens; and the enhancement of public street rights-of-way for use as open space.

Since the General Plan was adopted in 2011, the City has worked with local nonprofits to implement the production of pocket farms in the city. While work is still ongoing, the City has constructed one new city park – Paradise Creek Park – which is approximately four acres in size and opened in 2022. The City is also funding improvements at El Toyon Park as part of the Fiscal Year 2024-2025 Capital Improvement Program. In 2025, the Port of San Diego also began construction on improvements for Pepper Park. This park will also be expanded in the near future to provide residents more access to the City's waterfront.

Safety Element. This element was updated in 2023 as part of the Focused General Plan Update project. The purpose of this element is to protect the community from risks of injury, loss of life and property, and environmental damage associated with natural and manmade hazards such as wildfires, geologic and seismic hazards, flooding, hazardous materials, military installations, and brownfields. This element also includes recent data on identified risks and hazards within the jurisdiction as well as new goals and policies related to climate adaptation.

Transportation (Circulation) Element. This element was updated in 2024 as part of the Focused General Plan Update project. The purpose of this element is to plan for the movement of people and goods and identify the general location and extent of existing and proposed major roadways, transportation routes, terminals, air and water ports, and

pedestrian and bikeway facilities. National City's dense and compact urban form makes it highly adaptable for mixed-use, pedestrian-friendly development and the incorporation of multi-modal transportation options. Renaming this element in the City's General Plan acknowledges the need to have more comprehensive transportation polices to keep up with the changing needs of the City. Key concepts from the updated element include "10-minuite" neighborhoods, economic development, safety and resilience, and new mobility and emerging technology. The City also adopted a new Bicycle Master Plan in 2024.

COMPLIANCE WITH OPR GUIDELINES

The updated 2017 General Plan Guidelines provides local jurisdictions with guidance on addressing new issues such as environmental justice considerations, climate change/sea level rise impacts, collaborative planning with the military lands and facilities, and consultation with Native American tribes. The current 2011 GP is out of compliance with the 2017 General Plan Guidelines with regard to Land Use, Circulation, and Safety, which is the reason for undertaking the current Focused General Plan Update effort. The City has coordinated with environmental justice organizations, Navy Region Southwest, and Native American tribes as part of the stakeholder outreach process for the Focused General Plan Update. In addition, the City routinely coordinates with the California Native American Heritage Commission on CEQA (California Environmental Quality Act) matters, as required by AB 52 and SB 18 (Tribal Consultation).

PLANNING PRIORITIES

The Focused General Plan Update has established a new set of goals and priorities for the City. It is important for City leaders and staff to utilize these updates to better prioritize future projects. One of the programs the City is working on implementing is House National City, which will develop new floor area ratio (FAR) opt-in regulations that will create new homes for the community in areas zoned for multi-family and mixed-use. Additionally, it will provide new affordable homes near bus and trolley stops, known as Transit Priority Areas, generating community benefits that will uplift the quality of life for all residents.

PLANNING PROPOSALS

Goals, policies, objectives, standards or other plan proposals that need to be amended include the City's Local Coastal Program (LCP), last updated in 1998. The Local Coastal Program Update, which began in Spring of 2023, is proposed in three phases: Reflect recent changes on National City Marine Terminal/Port lands (Port of San Diego) with regard to boundaries and uses (National City Balanced Plan), amend Land Use and Implementation Plan components to reflect the current General Plan and Zoning

Ordinance ($100,000 in grant funding has been provided by the California Coastal Commission), and a comprehensive Local Coastal Program Update (future action).

Of the two documents contained in the LCP, the Land Use Plan has been updated and approved by the Coastal Commission, The Implementation Plan has been updated and is currently being reviewed by the Coastal Commission. Approval is expected in summer 2026.

OTHER PLANNING CONSIDERATIONS

Major Developments. Among the major developments, Union Tower is under construction and expected to be ready for occupancy in 2026. This is a 100% affordable residential project that includes 94 units across four buildings. The project also includes wraparound services for residents such as assistance for Veterans. A 48-unit, market rate apartment complex was also completed on East 8th Street on land that was recently rezoned as part of the Focused General Plan Update project.

Intergovernmental Coordination. The City has collaborated with the Unified Port District of San Diego on the National City Balanced Plan, a plan to rebalance land uses for the National City Bayfront. The City has also coordinated with the US Navy, the San Diego County Regional Airport Authority, and San Diego County Tribal agencies as part of the ongoing Focused General Plan Update and other significant developments.

Infill development, reuse, and redevelopment. National City is a built-out city and any new development is basically infill and redevelopment. Although redevelopment funds through AB 26 were lost, commercial redevelopment and affordable housing projects continue to be proposed, particularly in conjunction with GC 65915 (Density Bonus).

Environmental Resource Protection. The northern extent of the Sweetwater Marsh National Wildlife Refuge is located in National City west of Interstate 5 (I-5) and north of Sweetwater River. Established to protect endangered and threatened species, the Refuge encompasses approximately 2,620 acres of land and water in and around San Diego Bay, including the cities of National City, Chula Vista, San Diego, Imperial Beach, and Coronado. There is also the Bannister Marsh, an upstream tributary to Sweetwater Marsh east of I-5, as well as Paradise Creek which is located near 18th Street, 22nd Street, and Hoover Avenue. These areas are protected by policies in our Local Coastal Plan (Bannister Marsh) and the Westside Specific Plan (Paradise Creek). With the exception of these protected natural open space areas, the City is almost completely urban in nature, with little in the way of emergent wetlands or riverine areas. A such, City staff promotes resource protection through General Plan policy (Open Space and Agriculture Element and Conservation and Sustainability Element).

Economic development. The City has an adopted Economic Development Strategic Plan (2017-2022). The goals of the Strategic Plan are to collaborate and communicate, support business, promote vibrant neighborhoods, support employment and increase city revenues. These goals are created in support of the City's existing strategic goals and specific plans. The purpose of expanding the City's goals is to create a plan that is specifically tailored to driving economic development. The Economic Development Strategic Plan includes an overview of market research, historical data and the strategic steps necessary to meet our goals.

Under Goal C3. Tourism Promotion in the Strategic Plan, areas of Focus include Hotel Attraction, which entails promoting the expansion of Pepper Park (Port of San Diego) and the Marina District to attract hotel developers. Existing city parcels available for hotel development include approximately two acres of land near Westfield Plaza Bonita, Bay Marina Drive north of the Marina District, and 32nd Street and Marina Dr. near Pepper Park in the Marina District. The soon-to-be-adopted National City Balanced Plan (Port of San Diego) and related Local Coastal Program updates include goals and implementation strategies to further this Economic Development Strategic Plan goal.

Monitoring long-term growth. Since National City is a built-out community, there is limited vacant land available for large scale development, excepting the two acres mentioned above.

Grants administration. In addition to the LCP update that is funded by a $100,000 LCP grant from the Coastal Commission, notable City Capital Improvement projects currently under construction or in planning include:

8th Street Mobility Hub for FRANC NEV Shuttles (CIP 22-15)

- $500,000 CALSTART CMO Voucher Program grant

El Toyon Park Improvements (CIP 22-26)

- $5,632,600 Prop 68 grant

AGENDA REPORT

Department: **Community Development**
Prepared by: **David McEachern, Community Development Specialist III**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
2025 Housing Element Annual Progress Report

RECOMMENDATION:
Accept and file the 2025 Housing Element Annual Progress Report Pursuant to California Code Section 65400 to the California Department of Housing and Community Development ("HCD") and Office of Planning and Research ("OPR").

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The State of California requires jurisdictions to submit an Annual Progress Report ("APR") of their adopted Housing Elements. The purpose of the APR is to provide local legislative bodies and the public with information regarding the implementation of the Housing Element, including progress towards meeting the community's housing goals. APRs must be presented to the local legislative body for its review and acceptance prior to submission.

The Housing Element APR fulfills statutory requirements to report certain housing information, including the local agency's progress in meeting its share of regional housing needs (i.e., applications, entitlements, permits, and certificates of occupancy), certain rezoning activities, actions taken towards completion of housing element programs, and local efforts to remove governmental constraints to the development of housing (Government Codes Sections 65584.3(c) and 65584.5(b)(5)). California's housing element law acknowledges that in order for the private market to adequately address the state's housing needs, local governments must adopt plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy rests largely on the effective implementation of local general plans and housing elements.

Providing the report to HCD and OPR fulfills state housing law requirements to report certain information, including the progress in meeting the City's share of the Regional Housing Needs Assessment (RHNA). Furthermore, submitting the APR to the state ensures that the City is eligible for grants and other funding sources that require filing the report. The report is also submitted to the San Diego Association of Governments to qualify for certain discretionary funds administered by SANDAG.

THE APR CONSISTS OF THE FOLLOWING TABLES:

- TABLE A – Housing Development Applications Submitted
    - Table A includes only housing units and developments for which an application was deemed complete between January 1 and December 31 of the reporting year identified in the table.

- TABLE A2 – Annual Building Activity Report Summary - New Construction, Entitled, Permits, and Completed Units.
    - Table A2 contains entitlements, permits, and completion of units during the reporting period.

- TABLE B – Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability.
    - Table B shows the City's progress in achieving its RHNA allocation during the housing element planning period (2021-2029). The number that RHNA tracks among this spreadsheet is the number of building permits issued in each calendar year. The total initial RHNA allocation is 5,437 units.

- TABLE C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need.
    - This requirement does not apply to the City since adequate sites were identified in the adopted Housing Element.

- TABLE D – Program Implementation Status pursuant to Government Code section 65583.
    - Table D provides the implementation status of programs in the adopted Housing Element.

- TABLE E – Commercial Development Bonus Approved pursuant to Government Code section 65915.7.
    - No units were produced in the City using this provision of the Government Code.

- TABLE F – Units Rehabilitated, Preserved, and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)(2).
    - No units were produced in the City using this provision of the Government Code.

- TABLE F2 – Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2.
    - No units were converted using this provision of the Government Code.

- TABLE G – Locally Owned Lands Included in the Housing Element Sites Inventory that have been Sold, Leased, or Otherwise Disposed of.
    - No locally owned land has been sold, leased, or otherwise disposed of in 2025.

- TABLE H – Locally Owned or Surplus Sites.
    - The City has declared 15 parcels over 7 sites as Exempt Surplus Land. 5 parcels over 1 site have been declared Surplus Land.

- TABLE J – Student Housing Development for Lower Income Students for which was Granted a Density Bonus pursuant to Section 65915(b)(1)(F).
    - No units were developed using this provision of the government code.

- TABLE K – Tenant Preference Policy.
    - National City has adopted a local preference policy.

- TABLE L – Historical Resources.
    - No sites were registered as a historic place within the calendar year.

2025 APR DATA

The APR (Exhibit A) covers calendar year 2025, during which:

- 51 units were issued building permits
- 234 units were completed

Progress towards the Regional Housing Needs Allocation ("RHNA") is recorded through the APR by the number of units that were issued building permits, reported in Table A2.

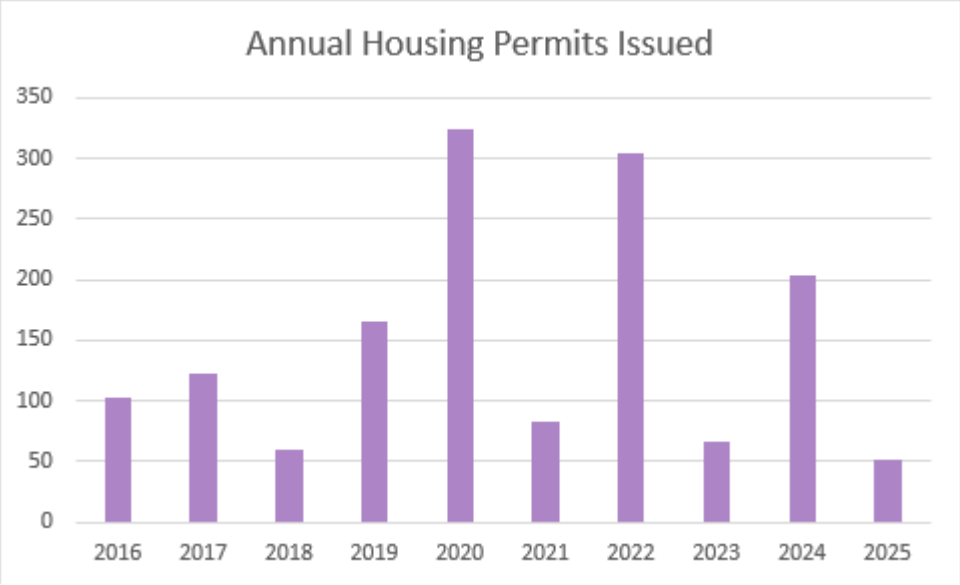
Of the 51 building permits issued in 2025:

- 2 were for owner-occupancy (single-family homes and duplexes)
- 49 were ADUs

COMPARISON TO PRIOR YEARS

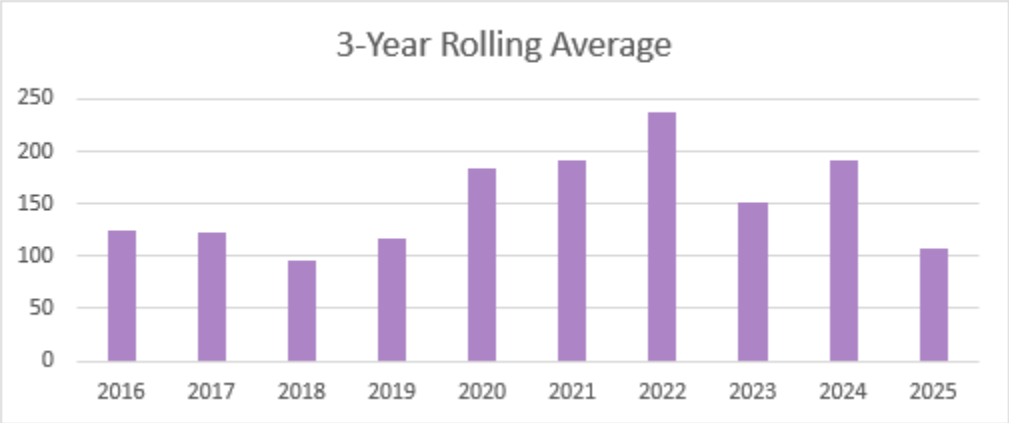
In 2024, National City issued 204 building permits for new housing. In 2023, National City issued 66 building permits.

Housing Production by Year (Building Permits Issued)										
Income Level	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Very Low	45				65	1	33		57	
Low					73	10	141	49	68	49
Moderate	46	116								
Above Moderate	12	7	60	166	186	72	131	17	79	2
Total	103	123	60	166	324	83	305	66	204	51



The most prominent difference between these years is multifamily development. Large multifamily developments in a smaller city like National City will tend to make up a significant portion of RHNA units in a given time period. This can appear as a year-to-year inconsistency in permitting data. For this reason, it may be useful to view permit data trends using a rolling average over several years. No large multifamily developments received building permits in 2025.

Housing Production by 3-Year Rolling Average (Building Permits Issued)										
3-Year Period Ending Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Average Permits Issued	124	123	95	116	183	191	237	151	192	107



AFFORDABILITY

Units are identified by affordability by household income as established by HCD's income limit charts. The household income categories are based on the area median income (AMI) for San Diego County, $130,800 for a family of four in 2025.

- Extremely low income households (30% AMI)
- Very low income households (50% AMI)
- Low income households (80% AMI)

2025 Income Limits (Effective 04/1/2025)			
Number of Persons	**Extremely Low-Income 30% of Median**	**Very Low-Income 50% of Median**	**Low-Income 80% of Median**
1	$34,750	$57,900	$92,700
2	$39,700	$66,150	$105,950
3	$44,650	$74,450	$119,200
4	$49,600	$82,700	$132,400
5	$53,600	$89,350	$143,000
6	$57,550	$95,950	$153,600
7	$61,550	$102,550	$164,200
8	$65,500	$109,200	$174,800

2025 Monthly Rent Limits			
Number of Bedrooms	**Extremely Low-Income 30% of Median**	**Very Low-Income 50% of Median**	**Low-Income 80% of Median**
Studio	$687-$868	$1,145-$1,447	$1,832-$2,317
1	$784-$930	$1,308-$1,550	$2,093-$2,493
2	$883-$1,116	$1,471-$1,861	$2,355-$2,980
3	$981-$1,290	$1,635-$2,150	$2,616-$3,442
4	$1,059-$1,438	$1,766-$2,398	$2,826-$3,840

FINANCIAL STATEMENT:
No fiscal impact. This report is informational only.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

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

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

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – 2025 Housing Element APR

Jurisdiction	National City	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	04/30/2021 - 04/30/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	49
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		2
Total Units		**51**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	1	1	0
Single-family Detached	1	1	2
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	49	49	39
Mobile/Manufactured Home	0	0	193
Total	**51**	**51**	**234**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	48	51
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	67
Number of Proposed Units in All Applications Received:	294
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	1	2
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	67	294
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	1
Number of Units in Applications Submitted Requesting a Density Bonus	5
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	23
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	National City
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes											Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5											7	8	9	10	11		12	13	14
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	66	0	0	228	294	0	0							
	5610111600	915 E 13th St		BD25-00192	ADU	R	2/3/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5570910900	1207 E 8th St.		BD25-00220	SFA	O	2/11/2025											2	2			NONE	No	No	N/A	Pending	Ministerial	
	5570910900	1207 E 8th St		BD25-00221	ADU	R	2/11/2025								2				2			NONE	No	No	N/A	Pending	Ministerial	
	5614201300	2205 Prospect St		BD25-00285	SFD	O	3/11/2025											1	1			NONE	No	No	N/A	Pending	Ministerial	
	5611200400	1437 E 18th St		BD25-00353	MH	R	4/10/2025											10	10			NONE	No	No	N/A	Pending	Ministerial	
	591-100-31-00	Valley Rd Lot 1-10		BD25-00619	SFD	O	6/23/2025											10	10			NONE	No	No	N/A	Pending	Ministerial	
	5571202500	630 R Ave,		BD25-00662	MH	R	7/9/2025											5	5			NONE	No	Yes	N/A	Pending	Ministerial	
	5602221200	1934 D Avenue		BD25-00779	SFA	O	8/26/2025											1	1			NONE	No	No	N/A	Pending	Ministerial	
	5561803500	1124 East 2Nd Street		BD25-00847	ADU	R	8/22/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5541910200	10 U Avenue		BD25-00848	ADU	R	9/22/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5631420100	2809 M Avenue		BD25-00857	ADU	R	9/23/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5523110300	224 N Drexel Ave.		BD25-01003	ADU	R	11/17/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5582501000	1857 S Lanoitan Ave		BD25-01006	ADU	R	11/18/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5574005500	2339 E 16th St,		BD25-01095	SFD	O	12/22/2025											1	1			SB 9 (2021) - Residential Lot Split	No	No	N/A	Pending	Ministerial	
	5574005500	2339 E 16th St		BD25-01096	ADU	R	12/22/2025								2				2			SB 9 (2021) - Residential Lot Split	No	No	N/A	Pending	Ministerial	
	5601312600	1443 G Ave		BD25-00086	ADU	R	1/23/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5560822700	1019 E 2nd St		BD25-00168	ADU	R	1/27/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5603001300	2005 E Ave		BD25-00172	ADU	R	1/27/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5574400400	1411 Palm Ave		BD25-00246	ADU	R	2/20/2025								2				2			NONE	No	No	N/A	Pending	Ministerial	
	5524230100	125 N U Ave		BD25-00323	ADU	R	4/1/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5582902300	2116 S Lanoitan Ave		BD25-00327	ADU	R	4/2/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5573420900	1523 E 14th St		BD25-00451	SFD	O	5/15/2025											1	1			NONE	No	No	N/A	Pending	Ministerial	
	5610520200	1012 E 15th St,		BD25-00600	ADU	R	6/11/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5611601700	1626 Orange St		BD25-00602	ADU	R	6/11/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5523110800	124 N Drexel Ave		BD25-00606	ADU	R	6/16/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5570810700	2319 E 5th St		BD25-00653	ADU	R	7/3/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5643920500	3421 Newberry St		BD25-00875	ADU	R	10/2/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5570121100	445 M Ave		BD25-00025	ADU	R	1/9/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	

	5570121100	445 M Ave		BD25-00175	ADU	R	1/27/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5582602400	2905 E 20th St		BD25-00231	ADU	R	2/17/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5563132100	518 K Ave		BD25-00374	ADU	R	4/21/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5563322600	714 B Ave		BD25-00439	ADU	R	5/12/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5631421300	2808 N Ave,		BD25-00468	ADU	R	5/22/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5551160400	1129 Coolidge Ave		BD25-00478	ADU	R	5/27/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5551160500	1131 Coolidge Ave		BD25-00479	ADU	R	5/27/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5644111000	3208 Biggs Ct		BD25-00700	ADU	R	7/29/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5613022200	2039 O Avenue		BD25-00709	ADU	R	7/31/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5583000600	2024 La Siesta Way		BD25-00749	ADU	R	8/13/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5561811000	1130 East 3Rd Street		BD25-00780	ADU	R	8/26/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5523221300	6 N Belmont Ave		BD25-00868	ADU	R	10/1/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5611003000	1740 N Ave,		BD25-00969	ADU	R	11/5/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5602210300	1821 B Ave,		BD25-01080	ADU	R	12/16/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5640711700	2410 Van Ness Ave		BD25-01086	ADU	R	12/18/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5522600100	341 N R Ave		BD25-01089	ADU	R	12/18/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5571401900	2025 E 8th St		BD25-00078	ADU	R	1/21/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5571401900	2025 E 8th St		BD25-00079	ADU	R	1/21/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5541110800	322 Harbison Ave		BD25-00179	ADU	R	1/28/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5524031600	1723 E Division St		BD25-00242	ADU	R	2/20/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5600662200	1507 Coolidge Ave		BD25-00258	ADU	R	2/26/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5591220100	2005 Wilson Ave		BD25-00280	ADU	R	3/6/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5614201300	2205 Prospect St		BD25-00286	ADU	R	3/11/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5562111300	414 D Ave		BD25-00350	ADU	R	4/10/2025								4				4			NONE	No	No	N/A	Pending	Ministerial	
	5562111200	332 E 4th St		BD25-00351	ADU	R	4/10/2025								2				2			NONE	No	No	N/A	Pending	Ministerial	
	5560821700	925 E 2nd St		BD25-00433	ADU	R	5/8/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5580431900	2811 E 11th St		BD25-00589	ADU	R	6/4/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5644011100	3624 Newberry St		BD25-00614	ADU	R	6/23/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5570920400	1330 E 6th St		BD25-00676	ADU	R	7/16/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5582603600	1939 Granger Avenue		BD25-00747	ADU	R	8/12/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5582704500	3120 East 19Th Street		BD25-00748	ADU	R	8/13/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5612840700	1022 East 21St Street		BD25-00802	ADU	R	9/3/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5551151200	124 W 11Th St		BD25-01038	ADU	R	12/9/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5540302200	228 Palm Ave		BD25-01048	ADU	R	12/1/2025								4				4			NONE	No	No	N/A	Pending	Ministerial	
	5610210200	1224 K Ave		BD25-01054	ADU	R	12/11/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5611601400	2305 E 18th St		BD25-01092	ADU	R	12/22/2025								1				1			NONE	No	No	N/A	Pending	Ministerial	
	5561802300	303 Highland Ave		BD25-00971	MH	R	11/5/2025											120	120			NONE	No	No	N/A	Pending	Ministerial	
	557-351-17-00	16th St		BD25-01043	MH	R	12/10/2025											76	76			NONE	No	No	N/A	Pending	Ministerial	
	5582501000	1857 S Lanoitan Ave		BD25-01006	SFD	O	11/18/2025											1	1			NONE	No	No	N/A	Pending	Ministerial	
																			0									

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement											
1					2	3	4										5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	49	0	0	2		51
	552-372-01-00	1822 Beta St		BD23-00890	ADU	R								1				1/30/2025	1
	5603001700	915 E 13th St		BD24-00474	ADU	R								1				2/4/2025	1
	5580305200	3103 Harbison Way		BD23-00251	ADU	R								1				2/10/2025	1
	5514800500	1116 Delta St		BD24-00682	ADU	R								1				3/3/2025	1
	5611210500	1841 N Ave		BD24-00328	ADU	R								1				3/12/2025	1
	5614200400	2227 Prospect St		BD23-00165	ADU	R								1				3/27/2025	1
	5620402300	2513 B Ave		BD23-00677	ADU	R								1				6/2/2025	1
	5562331400	620 E 4th		BD23-00789	ADU	R								1				6/5/2025	1
	5621702100	2816 D Ave		BD23-00973	ADU	R								1				4/7/2025	1
	5611920200	1819 K Ave		BD24-00079	ADU	R								1				4/22/2025	1
	5611920200	1819 K Ave		BD24-00080	ADU	R								1				4/22/2025	1
	5561231300	505 E 4th St		BD24-00081	ADU	R								2				5/29/2025	2
	5563540600	723 E 7th St		BD24-00089	ADU	R								2				5/20/2025	2
	5612221300	1940 Palm Ave		BD24-00139	ADU	R								1				5/13/2025	1
	5611403300	1948 E 16th St		BD24-00275	ADU	R								1				6/5/2025	1
	5522920600	2432 Norfolk St		BD24-00303	ADU	R								1				6/17/2025	1
	5610801700	1103 E 18th St		BD24-00413	ADU	R								1				4/14/2025	1
	5580306400	809 Harbison Pl		BD24-00420	ADU	R								1				4/16/2025	1

	5573410400	1314 O Ave		BD24-00492	ADU	R								1				5/14/2025	1
	5582604700	2940 E 18th St		BD24-00581	ADU	R								1				5/27/2025	1
	5572702000	1627 E 12th St		BD24-00674	ADU	R								1				6/26/2025	1
	5571401900	2025 E 8th St		BD25-00078	ADU	R								1				5/22/2025	1
	5571401900	2025 E 8th St		BD25-00079	ADU	R								1				5/22/2025	1
	5630105600	2515 I Ave		BD22-00055	SFA	O											1	8/5/2025	1
	5630105600	2515 I Ave		BD22-00055	ADU	R								1				8/5/2025	1
	5540232400	222 Norton Ave		BD22-00925	ADU	R								1				7/28/2025	1
	5610604500	1724 J Ave		BD22-01033	ADU	R								1				9/2/2025	1
	5610604500	1726 J Ave		BD22-01034	ADU	R								1				9/3/2025	1
	5561240500	330 E Ave		BD23-00319	ADU	R								1				7/16/2025	1
	5570300200	1604 E 4th St		BD23-00636	ADU	R								1				8/26/2025	1
	5610120700	1342 J Ave		BD23-00969	ADU	R								1				9/2/2025	1
	5613300400	1225 Roselawn St		BD24-00151	ADU	R								1				8/13/2025	1
	5583103000	2204 Granger Ave		BD24-00458	ADU	R								1				9/10/2025	1
	5602223100	1925 C Ave		BD24-00556	ADU	R								1				7/8/2025	1
	5562130400	513 B Ave		BD24-00644	ADU	R								1				8/21/2025	1
	5602721000	2120 B Ave		BD24-00671	ADU	R								1				7/24/2025	1
	5603001300	2005 E Ave		BD25-00172	ADU	R								1				7/22/2025	1
	5591220100	2005 Wilson Ave		BD25-00280	ADU	R								1				7/16/2025	1
	558-131-12-00	2705 E 15th		BD24-00395	ADU	R								1				10/7/2025	1
	5540500200	2014 E Division St		BD24-00612	ADU	R								1				12/5/2025	1
	562-290-27-00	3009 F Ave		BD24-00665	ADU	R								1				12/4/2025	1
	5522601800	1727 Beta ST		BD24-00695	ADU	R								2				10/1/2025	2
	6690901800	835 Olive Ave		BD24-00731	ADU	R								1				12/2/2025	1

	5541531300	545 Rachael Ave		BD24-00893	ADU	R								1				12/15/2025	1
	557-342-09-00	1523 E 14th St		BD25-00451	SFD	O											1	12/16/2025	1
	5631421300	2808 N Ave		BD25-00468	ADU	R								1				10/27/2025	1
	5611601700	1626 Orange St		BD25-00602	ADU	R								1				11/4/2025	1
	5540930900	324 S Belmont Ave		BD24-00087	ADU	R								1				2/11/2025	1
	5571402500	2110 E 7th St		BD23-00574	MH	R													0
	5541531300	547 Rachael Avenue		547 Rachael Avenue	ADU	R													0
	5642613700	3231 Alta Dr		2021-11211-81620	ADU	R													0
	5631212200	824 E 28th St		BD23-00610	ADU	R													0
	5614122500	2201 E 24th St		BD22-00980	ADU	R													0
	5610120300	1324 J Ave		BD24-00030	ADU	R													0
	5523610900	1709 Beta St		BD23-00072	ADU	R													0
	5523110200	234 N Drexel Ave		BD23-00121	ADU	R													0
	5522810800	2309 Alpha St		BD22-00477	ADU	R													0
	6692101500	4126 E Plaza Blvd		BD23-00410	ADU	R													0
	5563341200	618 D Ave		BD23-00806	ADU	R													0
	5523120600	24 N Clairmont Ave		BD23-00910	ADU	R													0
	5523120600	24 N Clairmont Ave		BD23-00911	ADU	R													0
	5602212900	1906 C Ave		BD23-00986	ADU	R													0
	561-080-17-00	1103 E 18th St		BD24-00339	ADU	R													0
	5612720900	2006 J Ave		BD23-00855	ADU	R													0
	561-022-19-00	1444 K Ave		BD23-00905	ADU	R													0
	552-421-01-00	116 N T Ave		BD24-00135	ADU	R													0
	556-211-18-00	305 E 5th		2021-11113-81459	ADU	R													0
	5600620900	127 W 15th		BD23-00566	ADU	R													0
	5560820600	902 Melrose		BD21-00215	ADU	R													0

	5603001700	2027 E		BD22-00672	ADU	R													0
	5573420900	1527 E 14th		BD23-00551	ADU	R													0
	5523630900	1710 Gamma		BD21-00455	ADU	R													0
	5604101400	1438 F		BD22-00053	ADU	R													0
	5561020200	215 A		BD22-00273	ADU	R													0
	5583004900	2112 La Siesta		BD22-00489	ADU	R													0
	5581800800	1617 Casa		BD22-00856	ADU	R													0
	561-221-05-00	1841 N Ave		BD24-00328	ADU	R													0
	5562331400	620 E 4th		BD23-00789	ADU	R													0
	5611920200	1819 K Ave		BD24-00080	ADU	R													0
	5522920600	2432 Norfolk St		BD24-00303	ADU	R													0
	5610801700	1103 E 18th St		BD24-00413	ADU	R													0
	558-030-64-00	809 Harbison Pl		BD24-00420	ADU	R													0
	5573410400	1314 O Ave		BD24-00492	ADU	R													0
	5591220100	2005 Wilson Ave		BD25-00280	ADU	R													0
	5540930900	324 S Belmont Ave		BD24-00087	ADU	R													0
	5631001700	1301 E 28th St		BD24-00114	ADU	R													0
	5614120900	2250 Prospect St		2021-10977-81306	SFD	O													0
	5603001700	2027 E Ave		BD22-00671	SFD	O													0
	560-410-06-00	1221 D Avenue		BD21-00283	MH	R													0
	560-050-10-00	605 E 14th Street		BD21-00279	MH	R													0
																			0
																			0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits												
			7											8	9
Current APN	Street Address	Project Name+	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			0	0	0	0	0	0	0	49	0	0	2		51
552-372-01-00	1822 Beta St									1				1/30/2025	1
5603001700	915 E 13th St									1				2/4/2025	1
5580305200	3103 Harbison Way									1				2/10/2025	1
5514800500	1116 Delta St									1				3/3/2025	1
5611210500	1841 N Ave									1				3/12/2025	1
5614200400	2227 Prospect St									1				3/27/2025	1
5620402300	2513 B Ave									1				6/2/2025	1
5562331400	620 E 4th									1				6/5/2025	1
5621702100	2816 D Ave									1				4/7/2025	1
5611920200	1819 K Ave									1				4/22/2025	1
5611920200	1819 K Ave									1				4/22/2025	1
5561231300	505 E 4th St									2				5/29/2025	2
5563540600	723 E 7th St									2				5/20/2025	2

5612221300	1940 Palm Ave									1				5/13/2025	1
5611403300	1948 E 16th St									1				6/5/2025	1
5522920600	2432 Norfolk St									1				6/17/2025	1
5610801700	1103 E 18th St									1				4/14/2025	1
5580306400	809 Harbison Pl									1				4/16/2025	1
5573410400	1314 O Ave									1				5/14/2025	1
5582604700	2940 E 18th St									1				5/27/2025	1
5572702000	1627 E 12th St									1				6/26/2025	1
5571401900	2025 E 8th St									1				5/22/2025	1
5571401900	2025 E 8th St									1				5/22/2025	1
5630105600	2515 I Ave												1	8/5/2025	1
5630105600	2515 I Ave									1				8/5/2025	1
5540232400	222 Norton Ave									1				7/28/2025	1
5610604500	1724 J Ave									1				9/2/2025	1
5610604500	1726 J Ave									1				9/3/2025	1
5561240500	330 E Ave									1				7/16/2025	1
5570300200	1604 E 4th St									1				8/26/2025	1
5610120700	1342 J Ave									1				9/2/2025	1
5613300400	1225 Roselawn St									1				8/13/2025	1

5583103000	2204 Granger Ave									1				9/10/2025	1
5602223100	1925 C Ave									1				7/8/2025	1
5562130400	513 B Ave									1				8/21/2025	1
5602721000	2120 B Ave									1				7/24/2025	1
5603001300	2005 E Ave									1				7/22/2025	1
5591220100	2005 Wilson Ave									1				7/16/2025	1
558-131-12-00	2705 E 15th									1				10/7/2025	1
5540500200	2014 E Division St									1				12/5/2025	1
562-290-27-00	3009 F Ave									1				12/4/2025	1
5522601800	1727 Beta ST									2				10/1/2025	2
6690901800	835 Olive Ave									1				12/2/2025	1
5541531300	545 Rachael Ave									1				12/15/2025	1
557-342-09-00	1523 E 14th St												1	12/16/2025	1
5631421300	2808 N Ave									1				10/27/2025	1
5611601700	1626 Orange St									1				11/4/2025	1
5540930900	324 S Belmont Ave									1				2/11/2025	1
5571402500	2110 E 7th St														0
5541531300	547 Rachael Avenue														0
5642613700	3231 Alta Dr														0
5631212200	824 E 28th St														0

5614122500	2201 E 24th St														0
5610120300	1324 J Ave														0
5523610900	1709 Beta St														0
5523110200	234 N Drexel Ave														0
5522810800	2309 Alpha St														0
6692101500	4126 E Plaza Blvd														0
5563341200	618 D Ave														0
5523120600	24 N Clairmont Ave														0
5523120600	24 N Clairmont Ave														0
5602212900	1906 C Ave														0
561-080-17-00	1103 E 18th St														0
5612720900	2006 J Ave														0
561-022-19-00	1444 K Ave														0
552-421-01-00	116 N T Ave														0
556-211-18-00	305 E 5th														0
5600620900	127 W 15th														0
5560820600	902 Melrose														0
5603001700	2027 E														0
5573420900	1527 E 14th														0

5523630900	1710 Gamma														0
5604101400	1438 F														0
5561020200	215 A														0
5583004900	2112 La Siesta														0
5581800800	1617 Casa														0
561-221-05-00	1841 N Ave														0
5562331400	620 E 4th														0
5611920200	1819 K Ave														0
5522920600	2432 Norfolk St														0
5610801700	1103 E 18th St														0
558-030-64-00	809 Harbison Pl														0
5573410400	1314 O Ave														0
5591220100	2005 Wilson Ave														0
5540930900	324 S Belmont Ave														0
5631001700	1301 E 28th St														0
5614120900	2250 Prospect St														0
5603001700	2027 E Ave														0
560-410-06-00	1221 D Avenue														0
560-050-10-00	605 E 14th Street														0
															0
															0
															0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy												
			10											11	12
Current APN	Street Address	Project Name+	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			30	0	113	0	3	0	0	39	0	0	49		234
552-372-01-00	1822 Beta St														0
5603001700	915 E 13th St														0
5580305200	3103 Harbison Way														0
5514800500	1116 Delta St														0
5611210500	1841 N Ave														0
5614200400	2227 Prospect St														0
5620402300	2513 B Ave														0
5562331400	620 E 4th														0
5621702100	2816 D Ave														0
5611920200	1819 K Ave														0
5611920200	1819 K Ave														0
5561231300	505 E 4th St														0
5563540600	723 E 7th St														0

5612221300	1940 Palm Ave														0
5611403300	1948 E 16th St														0
5522920600	2432 Norfolk St														0
5610801700	1103 E 18th St														0
5580306400	809 Harbison Pl														0
5573410400	1314 O Ave														0
5582604700	2940 E 18th St														0
5572702000	1627 E 12th St														0
5571401900	2025 E 8th St														0
5571401900	2025 E 8th St														0
5630105600	2515 I Ave														0
5630105600	2515 I Ave														0
5540232400	222 Norton Ave														0
5610604500	1724 J Ave														0
5610604500	1726 J Ave														0
5561240500	330 E Ave														0
5570300200	1604 E 4th St														0
5610120700	1342 J Ave														0
5613300400	1225 Roselawn St														0

5583103000	2204 Granger Ave														0
5602223100	1925 C Ave														0
5562130400	513 B Ave														0
5602721000	2120 B Ave														0
5603001300	2005 E Ave														0
5591220100	2005 Wilson Ave														0
558-131-12-00	2705 E 15th														0
5540500200	2014 E Division St														0
562-290-27-00	3009 F Ave														0
5522601800	1727 Beta ST														0
6690901800	835 Olive Ave														0
5541531300	545 Rachael Ave														0
557-342-09-00	1523 E 14th St														0
5631421300	2808 N Ave														0
5611601700	1626 Orange St														0
5540930900	324 S Belmont Ave														0
5571402500	2110 E 7th St						3						45	10/30/2025	48
5541531300	547 Rachael Avenue									1				9/11/2025	1
5642613700	3231 Alta Dr									1				1/17/2025	1
5631212200	824 E 28th St									1				4/1/2025	1

5614122500	2201 E 24th St									1				4/1/2025	1
5610120300	1324 J Ave									1				3/4/2025	1
5523610900	1709 Beta St									1				7/29/2025	1
5523110200	234 N Drexel Ave									1				4/24/2025	1
5522810800	2309 Alpha St									1				4/24/2025	1
6692101500	4126 E Plaza Blvd									1				5/27/2025	1
5563341200	618 D Ave									1				10/6/2025	1
5523120600	24 N Clairmont Ave									1				1/23/2025	1
5523120600	24 N Clairmont Ave									1				1/23/2025	1
5602212900	1906 C Ave									1				12/1/2025	1
561-080-17-00	1103 E 18th St									1				11/12/2025	1
5612720900	2006 J Ave									2				8/29/2025	2
561-022-19-00	1444 K Ave									1				3/4/2025	1
552-421-01-00	116 N T Ave									1				3/4/2025	1
556-211-18-00	305 E 5th									1				4/24/2025	1
5600620900	127 W 15th									1				2/22/2025	1
5560820600	902 Melrose									1				5/19/2025	1
5603001700	2027 E									1				12/3/2025	1
5573420900	1527 E 14th									1				3/5/2025	1

5523630900	1710 Gamma									1				3/27/2025	1
5604101400	1438 F									1				10/8/2025	1
5561020200	215 A									2				11/20/2025	2
5583004900	2112 La Siesta									1				2/27/2025	1
5581800800	1617 Casa									1				8/27/2025	1
561-221-05-00	1841 N Ave									1				7/30/2025	1
5562331400	620 E 4th									1				10/21/2025	1
5611920200	1819 K Ave									1				12/16/2025	1
5522920600	2432 Norfolk St									1				11/27/2025	1
5610801700	1103 E 18th St									1				11/4/2025	1
558-030-64-00	809 Harbison Pl									1				11/13/2025	1
5573410400	1314 O Ave									1				12/17/2025	1
5591220100	2005 Wilson Ave									1				12/16/2025	1
5540930900	324 S Belmont Ave									1				7/1/2025	1
5631001700	1301 E 28th St									1				10/22/2025	1
5614120900	2250 Prospect St												1	5/19/2025	1
5603001700	2027 E Ave												1	12/3/2025	1
560-410-06-00	1221 D Avenue		12		48								1	3/5/2025	61
560-050-10-00	605 E 14th Street		18		65								1	3/5/2025	84
															0
															0
															0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Streamlining	Historic Sites	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
										0						
552-372-01-00	1822 Beta St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5603001700	915 E 13th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5580305200	3103 Harbison Way		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5514800500	1116 Delta St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5611210500	1841 N Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5614200400	2227 Prospect St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5620402300	2513 B Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5562331400	620 E 4th		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5621702100	2816 D Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5611920200	1819 K Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5611920200	1819 K Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5561231300	505 E 4th St		SB 9 (2021) - Residential Lot Split	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5563540600	723 E 7th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5612221300	1940 Palm Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5611403300	1948 E 16th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5522920600	2432 Norfolk St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5610801700	1103 E 18th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5580306400	809 Harbison Pl		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5573410400	1314 O Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5582604700	2940 E 18th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								

5572702000	1627 E 12th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5571401900	2025 E 8th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5571401900	2025 E 8th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5630105600	2515 I Ave		NONE	No	Y											
5630105600	2515 I Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5540232400	222 Norton Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5610604500	1724 J Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5610604500	1726 J Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5561240500	330 E Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5570300200	1604 E 4th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5610120700	1342 J Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5613300400	1225 Roselawn St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5583103000	2204 Granger Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5602223100	1925 C Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5562130400	513 B Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5602721000	2120 B Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5603001300	2005 E Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5591220100	2005 Wilson Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
558-131-12-00	2705 E 15th		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5540500200	2014 E Division St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
562-290-27-00	3009 F Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5522601800	1727 Beta ST		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
6690901800	835 Olive Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5541531300	545 Rachael Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
557-342-09-00	1523 E 14th St		NONE	No	Y											
5631421300	2808 N Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5611601700	1626 Orange St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5540930900	324 S Belmont Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								

5571402500	2110 E 7th St		NONE	No	Y		DB						2.0%	1	On-Site Improvements	No
5541531300	547 Rachael Avenue		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5642613700	3231 Alta Dr		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5631212200	824 E 28th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5614122500	2201 E 24th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5610120300	1324 J Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5523610900	1709 Beta St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5523110200	234 N Drexel Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5522810800	2309 Alpha St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
6692101500	4126 E Plaza Blvd		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5563341200	618 D Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5523120600	24 N Clairmont Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5523120600	24 N Clairmont Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5602212900	1906 C Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
561-080-17-00	1103 E 18th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5612720900	2006 J Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
561-022-19-00	1444 K Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
552-421-01-00	116 N T Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
556-211-18-00	305 E 5th		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5600620900	127 W 15th		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5560820600	902 Melrose		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5603001700	2027 E		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5573420900	1527 E 14th		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5523630900	1710 Gamma		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5604101400	1438 F		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5561020200	215 A		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5583004900	2112 La Siesta		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								

5581800800	1617 Casa		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
561-221-05-00	1841 N Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5562331400	620 E 4th		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5611920200	1819 K Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5522920600	2432 Norfolk St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5610801700	1103 E 18th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
558-030-64-00	809 Harbison Pl		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5573410400	1314 O Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5591220100	2005 Wilson Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5540930900	324 S Belmont Ave		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5631001700	1301 E 28th St		NONE	No	Y			Comparable unit rent (via SAFMR) falls below 80% AMI per HCD Affordability Calculator Tool								
5614120900	2250 Prospect St		NONE	No	Y											
5603001700	2027 E Ave		NONE	No	Y											
560-410-06-00	1221 D Avenue		NONE	No	Y	LIHTC	Other									
560-050-10-00	605 E 14th Street		NONE	No	Y	LIHTC	Other									

Jurisdiction	National City	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2020-04/29/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted		-	-	15	-	19	-	-	-	-	-	34	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	645	-	1	18	-	38	-	-	-	-	-	**91**	**554**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	506	6	1	113	-	36	-	-	-	-	-	**325**	**181**
	Non-Deed Restricted		3	8	28	49	32	49	-	-	-	-		
Moderate	Deed Restricted	711	-	-	-	-	-	-	-	-	-	-	**-**	**711**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		3,575	40	71	131	17	79	2	-	-	-	-	**340**	**3,235**
Total RHNA		**5,437**												
Total Units			**49**	**81**	**305**	**66**	**204**	**51**	**-**	**-**	**-**	**-**	**756**	**4,681**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	National City	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	National City	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Housing Production Monitoring Program	Submit a report to the Department of Housing and Community Development prior to the Statutory deadline.	12/31/2029	6th Cycle	Continuous	The annual report was prepared for the previous calendar year and submitted to HCD, OPR, and SANDAG. The City has coordinated multiple departments to monitor housing progress.	Other	1	https://www.hcd.ca.gov/housing-open-data-tools/apr-dashboard
Housing Choice Voucher (Section 8) Rental Assistance Program	Maintain 911 units of project-based housing and 1,123 tenant-based vouchers. Outreach and education on the State Source of Income protection SB 329 and SB 322 recognize public subsidies (including Section 8) as a legitimate source of income for rent payments.	12/31/2029	6th Cycle	Continuous	Continuing to maintain housing units for 1,123 Housing Choice Vouchers, Project-Based Housing, and 32 Emergency Housing Vouchers. Operating at 98%+ usage.	Households	1123	https://www.nationalcityca.gov/government/national-city-housing-authority/section-8-housing-choice-voucher-hcv-program
First-Time Homebuyer Program	Assist an average of 2 households per year for a total of 16 households during the eight-year planning period.	12/31/2029	6th Cycle	In Progress	6 Units were sold to first time home buyers in 2022. The City does not have an active program due to funding availability. Households are being directed to additional state and federal programs. Created a resource web page for FTHB. 6 City-owned properties put forth in an RFP for first time homeownership development in 2025	Households	6	https://www.sandiegohabitat.org/communities/harding-ii/
Fair Housing Program	Improve fair housing practices and programs in the City.	12/31/2029	6th Cycle	Continuous	The City participates in the San Diego Regional Alliance for Fair Housing to address issues and work with other jurisdictions in addition to quarterly reports from Fair Housing service providers. The City contracts with CSA San Diego to investigate, report, monitor, and provide counseling to tenants and training to landlords on fair housing law. Fair Housing testing conducted and results shared through SDRAFFH	Other	1	https://www.nationalcityca.gov/government/national-city-housing-authority/fair-housing
Community Housing Development Organizations (CHDO) Program	Identify and fund CHDOs to pursue affordable housing projects and programs.	12/31/2029	6th Cycle	Continuous	6 homes were completed in 2022 through Habitat for Humanity (a CHDO), which were sold to local first time homebuyers who qualified below 80% AMI. Units are restricted at 80% AMI level for 55 years, and Habitat will work with occupants to find qualified buyers when moving. $170,808.47 in CHDO funds were included within a 2024 HOME loan for 94 units of low- and very-low income housing	Units	100	https://www.sandiegohabitat.org/communities/harding-ii/ https://www.nationalcityca.gov/government/national-city-housing-authority/plans-projects-and-programs/union-tower-project
Community Land Trust (CLT) Program	Allow the establishment of community land trusts as needed.	12/31/2029	6th Cycle	Continuous	The City is reviewing models for implementation of a community land trust including the use of city owned properties to develop a CLT model. The Housing Strategic Plan identifies 4 sites to be considered for adoption of a Community Land Trust. A coordinated agreement with Habitat for Humanity and San Diego Community Land Trust regarding a 6-unit site was discontinued in 2022, but future agreements will be considered as opportunities arise.	Other		None
Housing Education and Resource Outreach	Host 2 events annually to provide outreach to residents.	12/31/2029	6th Cycle	Continuous	The City contracts with CSA San Diego to investigate, report, monitor, and provide counseling to tenants, landlords, nonprofits, and city staff on fair housing law. National City website includes program information and additional resources for housing-related services and information. Bimonthly informational office hours held at City facilities.	Meetings	2	https://www.nationalcityca.gov/government/national-city-housing-authority/fair-housing
Focused General Plan and Climate Action Plan (CAP) Update – Infill and Transit-Oriented Development Opportunities	Update the Land Use Element, Circulation Element, and CAP to increase housing opportunities near transit for all residents. Recognize the role of affordable housing in helping the City meet both its RHNA obligations and CAP goals.	12/31/2023	6th Cycle	Completed	The City completed and adopted a Focused General Plan Update. Present to City Council and to Planning Commission. Included development of economic analysis, modeling 2050 alternatives and traffic analysis, SEIR preparation.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/general-plan
Complete Communities Incentive Program	Promote voluntary inclusionary housing and progress towards National City's RHNA for all incomes.	12/31/2023	6th Cycle	Completed	The Completed Communities Incentive Program was completd;, it is known as House National City and it functions as a floor area ratio additional dernsity bonus program for prioritized areas. The goal of the program is to increase the supply of affordable housing, incentivize housing within transit priority areas, and provide additional community benefits.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/general-plan
Development Impact Fee (DIF) Unit of Measurement Change	Revise fee structure to encourage the production of additional housing units	12/31/2023	6th Cycle	Completed	Through the House National City initiative, the City developed a density bonus Floor Area Ratio DIF based on square footage with affordable units and larger units exempt from DIF. Approved in April 2024.	Other		https://www.nationalcityca.gov/government/community-development/planning/general-plan
Accessory Dwelling Unit (ADU) Ordinance	Create standards and incentives to promote the development of ADUs for residential uses.	12/31/2023	6th Cycle	Completed	An ADU policy was created and approved by the council on November 2, 2021. 49 building permits for ADUs were issued in 2025.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/accessory-dwelling-units-adus

Parking Study	Evaluate reduced parking requirements in strategic areas to encourage the development	12/31/2023	6th Cycle	Completed	A feasibility study completed in 2022 looking at reduced parking minimums was included within the FGPU process. Additionally, AB 2097 prohibits imposing or enforcing most parking minimums near high-quality transit.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/transit-oriented-development-overlay-todo
Objective Design Standards	Streamline the processing of multifamily projects.	12/31/2023	6th Cycle	Completed	The City has adopted objective design standards for multi-family residential development projects. This is intended to help streamline the process of multi-family projects.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/general-plan
Municipal Code Update	Remove barriers to housing production and encourage the development of underutilized land.	12/31/2023	6th Cycle	Completed	The City plans to update the Municipal Code to provide for a variety of housing types, consistent with State Law related to ADUs, Low Barrier Navigation Centers, Emergency Shelters, Transitional/Supportive Housing, SRO units, and Employee housing. ADU ordinance adopted 2021. Density Bonus process is currently being updated so that it is easy to understand and implement.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/general-plan
Development Streamlining and Processing Revisions	Remove governmental barriers to housing production.	12/31/2023	6th Cycle	Completed	Development streamlining and processing revisions to remove governmental barriers to housing production were in the development process for the calendar year. Sb 35 requires a streamlined review process for multifamily units that provide at least 10% affordable while meeting several additional criteria. SB9 allows for streamlined lot splits on some single-family residential to increase potential for housing density.	Other	1	https://www.nationalcityca.gov/government/community-development/building https://www.nationalcityca.gov/government/community-development/planning/general-plan
Housing Unit Replacement Program	Ensure no net loss of housing units as a result of future development.	12/31/2029	6th Cycle	Continuous	No net loss of housing units was reported for this calendar year; National City included excess planned capacity in the Housing Element of 1,596. House National City, approved in April 2024, provided an additional esitmated feasible capacity of 595	Other	1	none
Developer Information Program	Update and maintain informational materials as policies, standards, guidelines, and ordinances are amended or adopted.	12/31/2029	6th Cycle	Completed	The City has updated its website to facilitate communication with developers and make information readily available. Developer incentives information and programs are listed with contact information.	Other	1	https://www.nationalcityca.gov/business/contract-consulting-bid-opportunities
Housing Strategic Plan	Provide a work plan for the National City Housing Authority to make progress towards Housing Element goals and objectives.	12/31/2023	6th Cycle	Completed	The National City Housing Strategic Plan was approved on August 3, 2021. 4 year planning period from 2021-2025. Lays out guidance for City-owned sites and future Requests for Proposals. Provides guidance for a future NOFA to make financial resources available for affordable developers. Details Housing Authority programs, financial resources, and staffing resources. Incorporates information gathered through best practices research and strategy sessions with peer cities.	Other	1	https://www.nationalcityca.gov/home/showdocument?id=30631&t=638270828784278057
Home Repair Loan Program	Provide loans to 5 lower-income households to address substandard housing conditions.	12/31/2029	6th Cycle	Not Yet Started	No units were rehabilitated with Housing Authority Funds during the calendar year. A goal of 5 units to utilize housing rehabilitation using Home Repair Loans during the 6th Cycle Housing Element. PLHA funds planned for home rehab program in 2026	Units		https://www.nationalcityca.gov/government/national-city-housing-authority/plans-projects-and-programs/emergency-rehabilitation
At-Risk Inventory and Monitoring Program	Monitor and preserve the affordability of all publicly assisted housing units.	12/31/2029	6th Cycle	Continuous	At risk-list is maintained by Housing Authority. No at-risk units were converted to market-rate during the Housing Element cycle. No affordable units are considered at-risk for the Housing Element cycle (2021-2029)	Other	1	none
Affordable Housing Priority Production	Facilitate progress towards the City's lower and moderate-income RHNA.	12/31/2029	6th Cycle	Continuous	The Housing Strategic Plan and the Focused General Plan Update include provisions for incentivizing the production of affordable units via density bonus development incentives and waivers. Ongoing coordination with community partners.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/general-plan
Residential Priority Production for Mixed-Use Corridors and Districts	Facilitate progress towards the City's RHNA	12/31/2024	6th Cycle	Completed	The City completed the House National City Guide in 2024. The guide consists of prohousing policies in transit priority and mixed use quarters inclouding prioritized/streamlined development review for projects that include residential units. Mixed Use Corridors Adequate Sites analysis contains capacity for at least 649 low-income units, 321 moderate income units, and 739 above moderate income units. Kimball Highlands project will include a medical center, senior center, and affordable housing units. Developer incentivizes are being explored in the Focused General Plan Update through density bonus to increase the feasibility for market units and affordable units.	Other	1	https://www.nationalcityca.gov/government/community-development/planning/general-plan
Site Inventory Outreach and Incentives	Facilitate progress towards the City's RHNA.	12/31/2024	6th Cycle	Completed	The City is tracking vacant and under developed parcels and establishing communications with ownership to discuss future development. Considered incentives to adopt include density bonus expansion, reduction of parking requirements, and streamlined review processes consistent with state regulations. Some identified sites considered for adoption of a Community Land Trust.	Other	1	none

Jurisdiction	National City	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Very Low Income**	**Low Income**	**Moderate Income**	**Above Moderate Income**	**Description of Commercial Development Bonus**	**Commercial Development Bonus Date Approved**
Summary Row: Start Data Entry Below									

Jurisdiction	National City	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	National City	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	04/30/2021 - 04/30/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	National City	**NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
552-403-14-00	Division at R	Vacant		Exempt Surplus Land	0.15	Included in homeownership development RFP in 2025
555-114-01-00	38 W 11th St	Vacant		Exempt Surplus Land	0.11	Included in homeownership development RFP in 2025
556-553-08-00	1028 A Ave	Vacant		Exempt Surplus Land	0.09	Included in homeownership development RFP in 2025
556-560-39-00	500 Plaza Blvd	Vacant		Exempt Surplus Land	0.39	Included in homeownership development RFP in 2025
551-470-15-00	249 N Highland	Vacant		Exempt Surplus Land	0.44	Included in homeownership development RFP in 2025
551-470-17-00	307 N Highland	Vacant		Exempt Surplus Land	0.28	Included in homeownership development RFP in 2025
551-470-18-00	311 N Highland	Vacant		Exempt Surplus Land	0.14	Included in homeownership development RFP in 2025
551-470-19-00	315 N Highland	Vacant		Exempt Surplus Land	0.13	Included in homeownership development RFP in 2025
551-470-43-00	217 N Highland	Vacant		Exempt Surplus Land	0.35	Included in homeownership development RFP in 2025
551-470-48-00	n/a	Vacant		Exempt Surplus Land	0.22	Included in homeownership development RFP in 2025
564-290-71-00	3402 Valley Rd	Vacant		Exempt Surplus Land	0.74	Included in homeownership development RFP in 2025
564-310-03-00	3404 Valley Rd	Vacant		Exempt Surplus Land	0.2	Included in homeownership development RFP in 2025
564-290-74-00	n/a	Vacant		Exempt Surplus Land	0.2	Included in homeownership development RFP in 2025
564-290-75-00	n/a	Vacant		Exempt Surplus Land	2.18	Included in homeownership development RFP in 2025
559-118-02-00	720 W 23rd St	Vacant		Exempt Surplus Land	1.27	To be put out for RFP in 2026
559-117-04-00	830-839 W 23rd St	Vacant		Surplus Land	0.07	To be put out for RFP in 2026
559-117-06-00	830-839 W 23rd St	Vacant		Surplus Land	0.19	To be put out for RFP in 2026
559-117-07-00	830-839 W 23rd St	Vacant		Surplus Land	0.46	To be put out for RFP in 2026
559-117-05-00	2300 Cleveland Ave	Vacant		Surplus Land	0.33	To be put out for RFP in 2026
559-117-12-00	801 Bay Marina Dr	Vacant		Surplus Land	0.66	To be put out for RFP in 2026

Jurisdiction	National City	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note:
Cells in gre

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Se

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**
Summary Row: Start Data Entry Below												

Jurisdiction	National City	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	Yes
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	https://www.nationalcityca.gov/government/national-city-housing-authority/local-preference-information
Notes	

Jurisdiction	National City		**NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025	(Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table L
Historical Resources

Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**	**Historic Site Period**	**Areas of Significance**	**Parcel Size (in acres)**	**Notes**
Summary Row:							

Jurisdiction	National City	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 300,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Update Land Use Element	$44,000.00	$44,000.00	Completed	None	
Update Housing Element	$124,000.00	$124,000.00	Completed	None	
Update Downtown Specific Plan	$44,000.00	$44,000.00	Completed	None	
Update Westsde Specific Plan	$44,000.00	$44,000.00	Completed	None	
Update Zoning Code	$44,000.00	$44,000.00	Completed	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	49
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		2
Total Units		**51**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	49
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		2
Total Units		**51**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	30
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	113
	Non-Deed Restricted	0
Very Low	Deed Restricted	3
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	39
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		49
Total Units		**234**

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Carlos Perdomo, Civil Engineering Technician**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Installation of "2-Hour" Parking on the East Side of "I" Avenue, Adjacent to Crisostomo Dental Located at 905 E. 8th Street to Increase Parking Turnover for Customers."

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of 70 feet of Parallel "2-hour" Parking on the East Side of "I" Avenue Adjacent to Crisostomo Dental Located at 905 E. 8th Street to Increase Parking Turnover for Customers."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
At their meeting on November 12, 2025, the Traffic Safety Committee approved staff's recommendation for the installation of 70 feet of parallel "2-hour" parking on the east side of "I" Avenue adjacent to Crisostomo Dental located at 905 E 8th Street to increase parking turnover for customers.

EXPLANATION:
Mr. Gene Crisostomo, property manager of the commercial building located at 905 E 8th Street, has requested the installation of 70 feet of parallel "2-hour," time-restricted parking on the east side of "I" Avenue adjacent to the property to increase parking turnover for customers. Mr. Crisostomo stated that the commercial building is located in a residential/commercial area where the on-street parking spaces are typically occupied by nearby residents and other businesses, resulting in a lack of available parking for their customers. According to Mr. Crisostomo, the conversion from unrestricted parking to "2-hour" parking is appropriate for local businesses to encourage higher parking turnover and more efficient enforcement.

Staff visited the site and confirmed that the commercial building is located on the northeast corner of E 8th Street and "I" Avenue. "I" Avenue is a 2-lane local roadway with parallel unrestricted parking on both sides of the street. Staff confirmed that the property does offer off-street parking located at the rear of the building and is accessible via a public alley, but it is used primarily as a parking lot for employees. In addition, staff confirmed that there are four existing "2-hour" parking spaces on E 8th Street in front of the property. During the site visit, it was noted that all of the parallel unrestricted parking spaces on "I" Avenue adjacent to the property were occupied by vehicles.

This item was presented to the Traffic Safety Committee on November 12, 2025. Staff sent notices to area businesses and residents inviting them to the Traffic Safety Committee Meeting and/or to contact staff with any questions.

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 70 feet of parallel "2-hour" parking on the east side of "I" Avenue adjacent to Crisostomo Dental located at 905 E 8th Street to increase parking turnover for customers. The time restriction will be valid Monday through Friday from 7:00 a.m. to 6:00 p.m.

If approved by the City Council, all work will be performed by Engineering & Public Works staff.

FINANCIAL STATEMENT:
The estimated cost for City Public Works crews to install the "2-hour" parking signs is $300, which shall be paid by the applicant.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

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: 2025-21)



EXHIBIT "B"

2

NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR NOVEMBER 12, 2025

ITEM NO. 2025-21

ITEM TITLE: REQUESTING INSTALLATION OF 70 FEET OF PARALLEL "2-HOUR" PARKING ADJACENT TO CRISOSTOMO DENTAL LOCATED AT 905 E 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS

PREPARED BY: Carlos Perdomo, Civil Engineering Technician
Engineering & Public Works Department

DISCUSSION:

Mr. Gene Crisostomo, property manager of the commercial building located at 905 E 8th Street, has requested the installation of 70 feet of parallel "2-hour," time-restricted parking adjacent to the property he manages to increase parking turnover for customers. Mr. Crisostomo stated that the commercial building is located in a residential/commercial area where the on-street parking spaces are typically occupied by nearby residents and other businesses, resulting in a lack of available parking for their customers. According to Mr. Crisostomo, the conversion from unrestricted parking to "2-hour" parking is appropriate for local businesses to encourage higher parking turnover and more efficient enforcement.

Staff visited the site and confirmed that the commercial building is located on the northeast corner of E 8th Street and I Avenue. I Avenue is a 2-lane local roadway with parallel unrestricted parking on both sides of the street. Staff confirmed that the property does offer off-street parking located at the rear of the building and is accessible via public alley but it is used primarily as a parking lot for employees. In addition, staff confirmed that there are four existing "2-hour" parking spaces on E 8th Street in front of the property. During the site visit, it was noted that all of the parallel unrestricted parking spaces on I Avenue adjacent to the property were occupied by vehicles.

It shall be noted that per National City Municipal Code Section 11.32.190 - Curb Markings, Green curb parking zones allow for stopping, standing or parking for no longer than fifteen or thirty minutes, as marked or signed. The parking restriction is valid any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on posted signage. If the request receives final approval, the staff recommends requiring the property owner to pay for the work performed by Public Works since it will benefit the business.

STAFF RECOMMENDATION:

Staff recommends the installation of 70-foot long "green curb" two-hour, time restricted parking with signage (Monday through Saturday, 10:00 AM to 10:00 PM) on the east side of I Avenue adjacent to property at 905 E 8th Street.

EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Photos

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

PUBLIC REQUEST FORM

Contact Information

Name: HERMOGENES B. CRISOSTOMO

Address: [redacted] SAN DIEGO, CA. 92129

Phone: _____ Email: _____

Request Information

Location: CORNER OF I AVENUE & EAST 8TH STREET NATIONAL CITY

Request: REQUEST FOR A 2-HOUR GREEN CURB.

Attachments: ☐ Yes ☐ No Description: _____

Internal Use Only:

Request Received By: CARLOS PERDOMO Date: 10/29/25

Received via: ☒ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral: _____

Assigned To: _____

Notes: NE Corner from driveway to intersection

November 6, 2025

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2025-21

REQUESTING INSTALLATION OF 70 FEET OF PARALLEL "2-HOUR" PARKING ADJACENT TO CRISOSTOMO DENTAL LOCATED AT 905 E 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, November 12, 2025, at 2:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center, 1243 National City Blvd., to discuss the above-referenced item.

You can also join the meeting via Zoom. Please use the following information to call-in to the meeting during the scheduled time:
Join Zoom Meeting from computer
https://us06web.zoom.us/j/81861676787?pwd=juFSpBbz2jgdxbNZTKtP5rATHc7t1J.1
Join Zoom Meeting by phone
+16694449171
Meeting ID: 818 6167 6787
Passcode: 860089

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces on the east side of National City Blvd. that provide direct access to the 2nd Floor of the Civic Center via a pedestrian bridge.

If you have any questions, comments, or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2025-21.

[redacted]

Stephen Manganiello
City Engineer

SM:ch

Enclosure: Location Map

2025-21

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2025-21)





Location of proposed 70 feet of "2-hour" parking adjacent to 905 E 8th Street (looking East)



Location of proposed 70 feet of "2-hour" parking adjacent to 905 E 8th Street (looking NorthEast)

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF 70 FEET OF PARALLEL "2-HOUR" PARKING ON THE EAST SIDE OF "I" AVENUE ADJACENT TO CRISOSTOMO DENTAL LOCATED AT 905 E. 8TH STREET TO INCREASE PARKING TURNOVER FOR CUSTOMERS.

WHEREAS, Mr. Gene Crisostomo, property manager of the commercial building located at 905 E 8th Street, has requested the installation of 70 feet of parallel time-restricted parking on the east side of "I" Avenue adjacent to the property to increase parking turnover for customers; and

WHEREAS, Mr. Crisostomo stated that the unrestricted parking spaces currently located on "I" Avenue adjacent to the property are frequently occupied by nearby residents and other businesses, and customers have trouble finding parking near his business; and

WHEREAS, staff visited the site and confirmed that the commercial building does offer off-street parking located at the rear of the building and is accessible via a public alley, but it is used primarily as a parking lot for employees, and all of the on-street parallel unrestricted parking spaces on "I" Avenue adjacent to the property were occupied by vehicles; and

WHEREAS, "I" Avenue is a 2-lane local roadway with parallel unrestricted parking on both sides of the street; and

WHEREAS, there are four existing "2-hour" parking spaces on E. 8th Street in front of the property; and

WHEREAS, this item was present to the Traffic Safety Committee on November 12, 2025; and

WHEREAS, staff sent notices to area businesses and residents inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, staff presented this item to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install 70 feet of parallel "2-hour" parking on the east side of "I" Avenue adjacent to Crisostomo Dental located at 905 E 8th Street, valid Monday through Friday from 7:00 a.m. to 6:00 p.m.; and

WHEREAS, National City Municipal Code section 11.32.140 prohibits stopping or parking at any posted location where parking is restricted or prohibited by resolution of the City Council; and

WHEREAS, if approved by City Council, all work will be performed by City Public Works.

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 hereby authorizes the installation of 70 feet of parallel "2-hour" parking on the east side of "I" Avenue adjacent to Crisostomo Dental located at 905 E 8th Street to increase parking turnover for customers, valid Monday through Friday from 7:00 a.m. to 6:00 p.m.

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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Ricardo Rodriguez, Associate Engineer-Civil**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Project Close-Out and Notice of Completion for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Dick Miller, Inc. for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09; 2) Ratifying Change Order Work in the Amount of $1,132,922.28; 3) Approving the Final Contract Amount of $4,229,896.61; 4) Ratifying the Release of Retention in the Amount of $211,494.83; and 5) Authorizing the Mayor to Sign the Notice of Completion."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On February 1, 2022, City staff submitted a grant application to the Clean California Local Grant Program for the National City Eastside I-805 Community Greenbelt project. On March 8, 2022, the State of California's Department of Transportation (Caltrans) notified the City that the project had been awarded grant funds in the amount of $4,998,761 with a $20,000 in-kind contribution of City staff time for a total project cost of $5,018,761. On June 21, 2022, per Resolution No. 2022-114, City Council accepted the Clean California Local Grant, authorized the City Manager or designee to execute the grant agreement, and approved the establishment of an Engineering Grant Funds appropriation of $4,998,761 and corresponding revenue budget to allow for reimbursement of eligible project expenditures.

On September 21, 2023, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On September 27 and 29, 2023 the bid solicitation was advertised in the local newspaper. On October 11, 2023, one (1) bid was received by the 5:00 p.m. deadline, and upon review of all documents submitted, staff rejected the bid as non-responsive as it did not meet the minimum project requirements.

As a result of not receiving any responsive bids from the initial solicitation, on November 8, 2023 staff re-advertised the project on PlanetBids with a revised scope of work and schedule to solicit competitive bids within the project budget. On November 13th and 20th, 2023 the bid solicitation was advertised in the local newspaper.

On December 13, 2023, six (6) bids were received by the 5:00 pm deadline. Dick Miller, Inc. was the apparent lowest bidder with a total bid amount of $3,155,990.50.

Upon review of all documents submitted, Dick Miller, Inc.'s bid was deemed responsive and was the lowest responsible bidder qualified to perform the work as described in the project specifications.

On January 16, 2024, per Resolution No. 2024-4, the City Council awarded the contract to Dick Miller Inc. in the amount not to exceed $3,155,990.50 and authorized a 15% contingency in the amount of $473,398.58 to address any unforeseen conditions that may arise. The Notice to Proceed with construction was then issued on February 8, 2024. Construction started on February 16, 2024 and was completed on June 30, 2025.

The project is a combination of public right-of-way, multi-use path, and local park improvements. The project is located in the City of National City along the east side of Interstate 805 between Division Street and Plaza Boulevard. The project addresses ongoing issues related to waste debris, under-utilized public right-of-way, safety, and comfort. The project has implemented a greenbelt for the neighborhoods on the east side of Interstate 805 between Division Street and Plaza Boulevard. The project has also improved connections to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers.

The change orders issued for this project are detailed in the Final Contract Balance Report (see Exhibit B attached). The change orders increased the contract by $1,132,922.28, while line-item adjustments decreased the contract by $59,016.17. This results in a 34.03% increase to the contract for a final contract balance of $4,229,896.61.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Dick Miller, Inc. for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09; 2) ratify change order work in the amount of $1,132,922.28; 3) approve the final contract balance of $4,229,896.61; 4) ratify the release of retention in the amount of $211,494.83; and 5) authorize the Mayor to sign the notice of completion, which will be filed with the San Diego County Recorder's Office.

FINANCIAL STATEMENT:
The Final Contract Amount of $4,229,896.61 was funded as follows:

Expenditure Account No. 296-10-18-18500-7598-6587296 (Grant) - $3,879,496.61
Expenditure Account No. 125-10-18-18500-7598-2024125 (Sewer Fund) - $350,400.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
The Notice of Exemption was filed to satisfy CEQA requirements.

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 Photos
Exhibit B – Final Contract Balance
Exhibit C – Notice of Completion
Exhibit D – Resolution




COMMUNITY
HERITAGE
WELCOME





FINAL CONTRACT BALANCE

DATE: December 15, 2025

PROJECT: Eastside I-805 Community Greenbelt Project
FY 24-25
CIP No. 22-09

TO: Dick Miller Inc.
930 Boardwalk, Suite H
San Marcos, CA 92078

ORIGINAL CONTRACT AMOUNT:	$ 3,155,990.50
START DATE:	February 16, 2024
COMPLETION DATE:	June 30, 2025
ORIGINAL CONTRACT LENGTH:	200 Working Days
EXTENTION OF WORK DAYS:	57 Working Days
WORKING DAYS SUSPENDED:	83 Working Days
TOTAL CONTRACT TIME:	340 Working Days

DESCRIPTION:

The Final Contract Balance reports final line-item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE-ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to construct the detention basin located to the west of the El Toyon Park Field per revised plans. The work included clearing, grading, soil removal/export, demolition, pipe install, headwall construction, catch basin work, asphalt trail construction, landscape, irrigation, lighting/electrical and cameras, including all incidental work that may be necessary to complete the work identified. This Change Order total amount was **$164,027.04.**

Change Order #2 directed the contractor to add additional signage at the speed bumps per the revised plans provided by Kimley Horn. This Change Order total amount was **$ 8,265.60.**

Change Order #3 was issued and later determined the work was not needed. This change order was voided. This Change Order total amount was **$ 0.00.**

Change Order #4 directed the contractor to perform all work necessary to correct the low point on the north side of 4th and T Ave. including modifying the curb and gutter, installing liner, adding a 24"x24" CB, removing existing sidewalk, connecting pipe and adding rock mulch per the revised plan exhibit provided by KH. This Change Order total amount was **$ 20,708.59.**

Change Order #5 directed the contractor to install 16 tree grates along Plaza Blvd. per the revised plans prepared by KTU&A. This work included the installation of the tree grates only. This Change Order total amount was **$ 95,547.97.**

Change Order #6 directed the contractor to install 16 trees along Plaza Blvd. per the revised plans prepared by KTU&A. This work covered the installation of the irrigation and 16 additional trees not included on the original plans. This Change Order total amount was **$ 27,052.06.**

Change Order #7 directed the contractor to install an additional 23' long 2' tall Type A gravity wall at the backside of the Filterra on Plaza. This Change Order total amount was **$ 2,692.47.**

Change Order #8 directed the contractor to raise the traffic controller cabinet at Euclid and Plaza with barrel nuts and grout. This Change Order total amount was **$ 3,249.08.**

Change Order #9 directed the contractor to upsize the existing P-2 sewer along the trail from 8" to 10" for a length of approximately 600'. This Change Order total amount was **$ 350,400.00.**

Change Order #10 directed the contractor to install an additional 11'x80' bus pad on Plaza due to the existing roadway conditions being unsuitable. This Change Order total amount was **$ 34,760.00.**

Change Order #11 directed the contractor to construct a concrete access ramp and keyway to tie into the existing channel and new maintenance road. This Change Order total amount was **$ 2,318.71.**

Change Order #12 directed the contractor to install an additional 56 LF of 6' high x 8' wide iron panels adjacent to the water spigot for an ARTS beautification location exhibit. This Change Order total amount was **$ 21,379.68.**

Change Order #13 directed the contractor to install a 168 LF of 5' high black vinyl fence and a 5' x 16' double wide gate at the maintenance access road on Plaza for public works access. This Change Order total amount was **$ 29,988.00.**

Change Order #14 directed the contractor to relocate the existing 6" sewer pipe in conflict with the new light pole footing. This Change Order total amount was **$ 2,591.41.**

Change Order #15 directed the contractor to expand the access trail and install additional 1" asphalt overlay, 3" AC/6" Class II base, 400 LF of asphalt dike, 2-ea 36" box trees, 109-ea 5-gallon shrubs, 270-ea 1-gallon shrubs, irrigation for added landscape and the information kiosk. This work will beautify and

extend the walking pathway from the Eastside I-805 multi-use trail. This Change Order total amount was **$207,969.05.**

Change Order #16 directed the contractor to remove 2 trees conflicting with the alignment of the new trail . This Change Order total amount was **$ 6,930.00.**

Change Order #17 directed the contractor to install a redwood header board with redwood stakes every 2.5' in front of the existing fence to provide a backing for the class II base and AC paving for the trail between the I-805 corridor and the El Toyon field This Change Order total amount was **$ 2,339.73.**

Change Order #18 has directed the contractor to remove 2 pieces of 24" RCP along 4th St. and elevate them to tie into the new modular wetland's unit due to a utility conflict. This Change Order total amount was **$ 4,117.27.**

Change Order #19 directed the contractor to backfill and relocate the decorative light column foundation due to an unknown utility conflict. This Change Order total amount was **$ 723.32.**

Change Order #20 directed the contractor to substitute the Calsense irrigation control panel with a Rain Bird controller. The Rainbird controller was a complete solar powered unit and did not require the contractor to install the 120V service. This includes a credit of $6,640.00 for the Calsense controller. This Change Order total amount was **$ 6,688.73.**

Change Order #21 substituted the original 120V light columns design with a solar power light columns design. It also directed the contractor to laser cut the information plaques due to the existing design potentially creating a maintenance and safety concern. This Change Order resulted in a credit in the amount of **$ (17,062.83).**

Change Order #22 has directed the contractor to purchase and install 6 additional waste receptacles, 3 trash & 3 recycle to place along the trail as well as 2 benches per the brand identified on the El Toyon Park project. This Change Order total amount was **$ 38,600.00.**

Change Order #23 directed the contractor to take down 2 bus priority signals, flip the signal framework back to existing, cap hole on signal pole, and energize. This Change Order total amount was **$ 2,323.25.**

Change Order #24 directed the contractor to trench and install 240LF of 2" conduit to the scoreboard for CCTV power. This Change Order total amount was **$ 6,522.38.**

Change Order #25 directed the contractor to install 11,933 SF of hydroseed around the basin and on the lower portion of the slope along the Eastside I-805 multi-use trail to comply with the SWPPP. This Change Order total amount was **$ 3,148.27.**

Change Order #26 directed the contractor to renovate the two restrooms at El Toyon Park. Work included new lighting, faucets, drinking fountains, bottle filling stations, hand dryers, door replacement, and epoxy paint per the attached quote. This Change Order total amount was **$ 86,327.69.**

Change Order #27 directed the contractor to install a 25' flagpole at Filipino Plaza. This Change Order total amount was **$ 9,860.73.**

Change Order #28 directed the contractor to excavate and install a coupling and a WYE due to a crack in the existing sewer discovered during construction. This Change Order total amount was **$ 11,454.08.**

All Change Orders listed above increased the total contract amount by **$ 1,132,922.28.**

AS-MEASURED BID ITEM ADJUSTMENTS:

The following bid items and change order items paid by a unit cost were installed and measured in accordance with the plans and direction of the City. As a result, the following items were adjusted above or below the estimated contract quantities as indicated in the chart below:

Line-item adjustments per the attached FINAL BILLING STATEMENT resulted in a decrease of **$ (59,016.17).**

FINAL CONTRACT BALANCE

Eastside I-805 Community Greenbelt Project

CIP No. 22-09

ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	CONTRACT COST	FINAL QUANTITY OR %	FINAL COST	DELTA
Base Bid								
GENERAL ITEMS								
1	Mobilization/Demobilization	LS	1	$146,120.00	$ 146,120.00	100%	$ 146,120.00	$ -
2	Surveying and Construction Staking	LS	1	$52,900.00	$ 52,900.00	100%	$ 52,900.00	$ -
3	Traffic Control and Pedestrian Control	LS	1	$98,500.00	$ 98,500.00	100%	$ 98,500.00	$ -
4	Clearing and Grubbing	LS	1	$297,102.00	$ 297,102.00	100%	$ 297,102.00	$ -
5	Water Pollution Control	LS	1	$29,000.00	$ 29,000.00	100%	$ 29,000.00	$ -
6	Construct 6" Curb and Gutter Type G	LF	2285	$64.00	$ 146,240.00	1891	$ 120,992.00	$ (25,248.00)
7	Construct Asphalt Concrete Pavement	TON	670	$253.00	$ 169,510.00	753	$ 190,412.86	$ 20,902.86
8	Construct Class II Aggregate Base	TON	1440	$34.00	$ 48,960.00	1051	$ 35,724.82	$ (13,235.18)
9	Furnish and Install Tensar TX-160 Geogrid	SY	3180	$23.25	$ 73,935.00	3357	$ 78,048.39	$ 4,113.39
10	Construct Curb Ramp (All Types) per I/P	EA	3	$8,000.00	$ 24,000.00	3	$ 24,000.00	$ -
11	Construct 4" PCC Sidewalk	SF	6890	$11.00	$ 75,790.00	9329	$ 102,619.88	$ 26,829.88
12	Construct Residential Concrete Driveway per SDRSD G-14A and G-14D	SF	2255	$18.00	$ 40,590.00	2833	$ 50,989.50	$ 10,399.50
13	Construct Commercial Concrete Driveway per SDRSD G-14B	SF	1050	$25.00	$ 26,250.00	1176	$ 29,400.00	$ 3,150.00
14	Construct 8" PCC Pavement	SF	800	$22.00	$ 17,600.00	918	$ 20,196.00	$ 2,596.00
15	Install 5' High Fence Per SDRSD M-06 & M20 with 6-Gauge, 1" Galv. Mesh Midnight Black	LF	362	$138.00	$ 49,956.00	371	$ 51,198.00	$ 1,242.00
16	Construct 8" 3250-PSI PCC Bus Slab with #4 Reinforcement at 12" On Center Each Way Positioned in the Center of the Bus Pad Slab	SF	1160	$39.50	$ 45,820.00	1160	$ 45,800.25	$ (19.75)
17	Construct PCC Thickened Edge Sidewalk	SF	3150	$30.00	$ 94,500.00	2669	$ 80,079.00	$ (14,421.00)
18	Furnish and Install Traffic Logix Speed Cushions Standard Style (Part # SC-070603-M 7'L x 6'W x 3"H) or Approved Equal	EA	21	$3,681.00	$ 77,301.00	21	$ 77,301.00	$ -
19	Construct 6" Curb per SDRSD G-01	LF	30	$69.00	$ 2,070.00	38	$ 2,587.50	$ 517.50
20	Relocated Water Meter and Lateral	EA	2	$6,600.00	$ 13,200.00	0	$ -	$ (13,200.00)
21	Relocate Water Valve	EA	1	$4,700.00	$ 4,700.00	0	$ -	$ (4,700.00)
22	Install 3' High Fence Per SDRSD M-06 & M20 with 6-Gauge, 1" Galv. Mesh Midnight Black	LF	240	$137.50	$ 33,000.00	217	$ 29,768.75	$ (3,231.25)
23	Construct Type B Gravity Retaining Wall (H=4') Per SDRSD C-09	LF	16	$400.00	$ 6,400.00	16	$ 6,400.00	$ -
24	Construct 8" PCC Pavement Maintenance Access With #4 Reinforcement at 12" On Center Both Ways	SF	1510	$27.00	$ 40,770.00	1851	$ 49,970.52	$ 9,200.52
25	Concrete Paving - Natural Grey Color	SF	377	$19.25	$ 7,257.25	190	$ 3,657.50	$ (3,599.75)
26	Concrete Paving - Integral Color	SF	825	$21.00	$ 17,325.00	856	$ 17,971.17	$ 646.17
27	Concrete Paving - Banding - Integral Color	SF	205	$40.50	$ 8,302.50	239	$ 9,659.25	$ 1,356.75
28	Concrete Header	LF	305	$60.00	$ 18,300.00	114	$ 6,810.00	$ (11,490.00)
29	Stabilized Decomposed Granite Paving	SF	612	$14.00	$ 8,568.00	338	$ 4,728.50	$ (3,839.50)
30	24" Box Trees	EA	31	$495.00	$ 15,345.00	46	$ 22,770.00	$ 7,425.00

FINAL CONTRACT BALANCE

Eastside I-805 Community Greenbelt Project

CIP No. 22-09

ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	CONTRACT COST	FINAL QUANTITY OR %	FINAL COST	DELTA
Base Bid								
GENERAL ITEMS								
31	Shrubs and Groundcover - 1 Gallon	EA	265	$13.75	$ 3,643.75	238	$ 3,272.50	$ (371.25)
32	Top Soil, Amended In-Place, Including Sampling and Testing	CY	645	$26.00	$ 16,770.00	113	$ 2,942.16	$ (13,827.84)
33	Boulders - 4' Size	EA	5	$660.00	$ 3,300.00	4	$ 2,640.00	$ (660.00)
34	Boulders - 2.5' Size	EA	4	$495.00	$ 1,980.00	2	$ 990.00	$ (990.00)
35	6" Rock Cobble over Mirafi 1100N, or A/E	SF	505	$8.00	$ 4,040.00	441	$ 3,528.00	$ (512.00)
36	Rock Mulch (3" Depth)	CY	20	$360.00	$ 7,200.00	3	$ 986.40	$ (6,213.60)
37	Bark Mulch (3" Depth)	SF	34980	$0.55	$ 19,239.00	37808	$ 20,794.40	$ 1,555.40
38	Furnish and Install Irrigation Improvements	LS	1	$91,025.00	$ 91,025.00	100%	$ 91,025.00	$ -
39	Furnish and Install Decorative Memorial Light Columns	EA	3	$82,500.00	$ 247,500.00	3	$ 247,500.00	$ -
40	Furnish and Install Removable Bollards	EA	2	$3,255.00	$ 6,510.00	3	$ 9,765.00	$ 3,255.00
41	Spigot Improvements / ARTS Component	LS	1	$1,700.00	$ 1,700.00	0%	$ -	$ (1,700.00)
42	Unclassified Excavation	LS	1	$150,124.00	$ 150,124.00	100%	$ 150,124.00	$ -
43	Removal, Disposal and	CY	100	$426.00	$ 42,600.00	163	$ 69,322.98	$ 26,722.98
44	Signing and Striping	LS	1	$86,611.00	$ 86,611.00	100%	$ 86,611.00	$ -
45	Plaza and Euclid Traffic Signal	LS	1	$99,500.00	$ 99,500.00	100%	$ 99,500.00	$ -
46	Electrical Service for Column	LS	1	$61,600.00	$ 61,600.00	0%	$ -	$ (61,600.00)
47	Solar Powered LED Illuminated	LS	1	$71,500.00	$ 71,500.00	100%	$ 71,500.00	$ -
48	Furnish and Install Sidewalk	EA	1	$400.00	$ 400.00	1	$ 400.00	$ -
49	Furnish and Install Filterra	LS	1	$101,000.00	$ 101,000.00	100%	$ 101,000.00	$ -
50	Furnish and Install NDS Spee-D Basin Single Outlet Round Polished Brass Kit or Approved Equal	EA	1	$10,758.00	$ 10,758.00	1	$ 10,758.00	$ -
51	Furnish and Install 24"x24" Brooks Box with ADA Grate or Approved Equal Set to Finished Grade	EA	1	$5,350.00	$ 5,350.00	1	$ 5,350.00	$ -
52	Furnish and Install 12" C900 PVC	LF	15	$218.00	$ 3,270.00	15	$ 3,270.00	$ -
53	Construct Type B Straight	EA	1	$10,700.00	$ 10,700.00	1	$ 10,700.00	$ -
54	Furnish and Install 24" RCP	LF	82	$244.00	$ 20,008.00	80	$ 19,520.00	$ (488.00)
55	Furnish And Install Modular	EA	1	$68,000.00	$ 68,000.00	1	$ 68,000.00	$ -
56	Construct Type A-4 Cleanout per	EA	1	$12,200.00	$ 12,200.00	1	$ 12,200.00	$ -
57	Construct 6" PCC Concrete	SF	125	$22.00	$ 2,750.00	144	$ 3,168.00	$ 418.00
				TOTAL BASE BID	**$ 2,838,590.50**		**$ 2,779,574.33**	**$ (59,016.17)**
				BID ALTERNATES				
58	Solar Lighting and Foundation	LS	1	$241,500.00	$ 241,500.00	100%	$ 241,500.00	$ -
59	2" SCH 40 PVC Electrical Conduit	LS	1	$75,900.00	$ 75,900.00	100%	$ 75,900.00	$ -
				TOTAL BID ALTERNATES	**$ 317,400.00**		**$ 317,400.00**	**$ -**
				TOTAL BID	**$ 3,155,990.50**		**$ 3,096,974.33**	**$ (59,016.17)**
				Change Orders				
CO1	El Toyon Detention Basin	LS	1	$ 164,027.04	$ 164,027.04	100%	$ 164,027.04	$ -
CO2	Additional signage @ speed	LS	1	$ 8,265.60	$ 8,265.60	100%	$ 8,265.60	$ -
CO3	VOID	LS	1					$ -
CO4	Drainage work @ 4th and T Ave.	LS	1	$ 20,708.59	$ 20,708.59	100%	$ 20,708.59	$ -
CO5	Tree Grates along Plaza	LS	1	$ 95,547.97	$ 95,547.97	100%	$ 95,547.97	$ -
CO6	Additional trees and irrigation	LS	1	$ 27,052.06	$ 27,052.06	100%	$ 27,052.06	$ -
CO7	Gravity Wall @ Bus Stop	LS	1	$ 2,692.47	$ 2,692.47	100%	$ 2,692.47	$ -
CO8	Raise Controller Cabinet	LS	1	$ 3,249.08	$ 3,249.08	100%	$ 3,249.08	$ -
CO9	P-2 Sewer Work	LS	1	$ 350,400.00	$ 350,400.00	100%	$ 350,400.00	$ -
CO10	Added Bus Pad	LS	1	$ 34,760.00	$ 34,760.00	100%	$ 34,760.00	$ -
CO11	Addt'l access ramp work	LS	1	$ 2,318.71	$ 2,318.71	100%	$ 2,318.71	$ -
CO12	ART WI fence @ spigot on 4th	LS	1	$ 21,379.68	$ 21,379.68	100%	$ 21,379.68	$ -
CO13	Addt'l 5' fence on Plaza	LS	1	$ 29,988.00	$ 29,988.00	100%	$ 29,988.00	$ -
CO14	Reroute existing sewer line @	LS	1	$ 2,591.41	$ 2,591.41	100%	$ 2,591.41	$ -
CO15	Added trail scope to El Toyon	LS	1	$ 207,969.05	$ 207,969.05	100%	$ 207,969.05	$ -
CO16	Tree removal for trail	LS	1	$ 6,930.00	$ 6,930.00	100%	$ 6,930.00	$ -
CO17	Install Redwood Header @ trail	LS	1	$ 2,339.73	$ 2,339.73	100%	$ 2,339.73	$ -
CO18	Reset 24" RCP	LS	1	$ 4,117.27	$ 4,117.27	100%	$ 4,117.27	$ -
CO19	Light column relocations	LS	1	$ 723.32	$ 723.32	100%	$ 723.32	$ -
CO20	Irrigation controller substitution	LS	1	$ 6,688.73	$ 6,688.73	100%	$ 6,688.73	$ -
CO21	Light Column solar and plates	LS	1	$ (17,062.83)	$ (17,062.83)	100%	$ (17,062.83)	$ -
CO22	Added Waste Receptacles and	LS	1	$ 38,600.00	$ 38,600.00	100%	$ 38,600.00	$ -
CO23	Modify Traffic Signal (Bus	LS	1	$ 2,323.25	$ 2,323.25	100%	$ 2,323.25	$ -
CO24	2" Conduit for CCTV power feed	LS	1	$ 6,522.38	$ 6,522.38	100%	$ 6,522.38	$ -
CO25	Hydroseed Basin	LS	1	$ 3,148.27	$ 3,148.27	100%	$ 3,148.27	$ -
CO26	Restroom Renovation	LS	1	$ 86,327.69	$ 86,327.69	100%	$ 86,327.69	$ -
CO27	Flagpole	LS	1	$ 9,860.73	$ 9,860.73	100%	$ 9,860.73	$ -
CO28	Repair Cracked Sewer Line	LS	1	$ 11,454.08	$ 11,454.08	100%	$ 11,454.08	$ -
				CHANGE ORDER TOTAL	**$ 1,132,922.28**		**$ 1,132,922.28**	
				FINAL ADJUSTMENTS				**$ (59,016.17)**
				FINAL CONTRACT TOTAL			**$ 4,229,896.61**	

FINAL CONTRACT BALANCE

Eastside I-805 Community Greenbelt Project

CIP No. 22-09

CONTRACT SUMMARY:

As a result of the above change orders and line-item adjustments, the contract price is adjusted as follows:

1. The contract price with change order and line items is adjusted to **$4,229,896.61.**

2. As a result of the satisfactory completion of said project, a final retention amount of **$211,494.83** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

AGREEMENT OF CLAIMS AND DELAYS

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Dick Miller Inc. will not be entitled to damages or additional payment for delays as described in the 2021 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on Jue 30, 2025 of the:

Eastside I-805 Community Greenbelt Project, CIP No.22-09

Work of improvement or portion of work of improvement under construction or alteration.

Plaza Blvd.from Euclid to Grove, 4th St. near the I-805National City, CA 91950

Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

Dick Miller Inc.

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer, Equipment and Materials to complete the Eastside I-805 Improvements which is a a combination of public right-of-way, multi-use path, and local park improvements. The project trail runs along the east side of Interstate 805 between Division Street and Plaza Boulevard. The project also improved connections to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: January 20, 2026; _____

Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on January 20, 2026 at, National City, California.

Signature: _____

RON MORRISON, MAYOR

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY DICK MILLER, INC. FOR THE EASTSIDE I-805 COMMUNITY GREENBELT PROJECT, CIP NO. 22-09; 2) RATIFYING CHANGE ORDER WORK IN THE AMOUNT OF $1,132,922.28; 3) APPROVING THE FINAL CONTRACT AMOUNT OF $4,229,896.61; 4) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $211,494.83; AND 5) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the Eastside I-805 Community Greenbelt Project, CIP No. 22-09, consisted of a combination of public right-of-way, multi-use path, and local park improvements located in the City of National City along the east side of Interstate 805 between Division Street and Plaza Boulevard to address ongoing issues related to waste debris, under-utilized public right-of-way, safety, and comfort by implementing a greenbelt for the neighborhoods in the area (the "Project"); and

WHEREAS, on January 16, 2024, the City Council awarded the contract for the Project to Dick Miller, Inc. ("Dick Miller") in the amount not to exceed $3,155,990.50 and authorized a 15% contingency in the amount of $473,398.58 to address any unforeseen conditions that may arise; and

WHEREAS, on February 8, 2024, the Notice to Proceed with construction was issued to Dick Miller; and

WHEREAS, construction on the Project started on February 16, 2024 and was completed on June 30, 2025; and

WHEREAS, the total amount of change order work completed for the Project exceeds the original authorized 15% contingency amount by $659,523.70; and

WHEREAS, Project change orders increased the contract by $1,132,922.28 while line-item adjustments decreased the contract by $59,016.17, which resulted in a 34.03% increase to the original contract award, for a final contract balance of $4,229,896.61; and

WHEREAS, the Notice of Completion will be filed with the San Diego County Recorder's Office.

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 accepts the work performed by Dick Miller, Inc. for the Eastside I-805 Community Greenbelt Project, CIP 22-09.

Section 2: That the City Council hereby approves the final contract balance of $4,229,896.61.

Section 3: That the City Council hereby ratifies change order work in the amount of $1,132,922.28.

Section 4: That the City Council hereby ratifies the release of retention in the amount of $211,494.83.

Section 5: That the City Council hereby authorizes the Mayor to sign the Notice of Completion.

Section 6: 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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Ricardo Rodriguez, Associate Engineer-Civil**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Project Close-Out and Notice of Completion for the Kimball Park Ballfield Lighting Improvements, CIP No. 24-10.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Accepting the Work Performed by Huntington Beach Electric Inc. for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10; 2) Approving the Final Contract Amount of $246,613.53; 3) Ratifying the Release of Retention in the Amount of $12,330.68; and 4) Authorizing the Mayor to Sign the Notice of Completion.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
In 2023, via a field inspection, it was determined that the lights at the Kimball Park Ballfield had reached their useful life and were no longer serviceable. As a result, the scope of the Kimball Park Ballfield Lighting Improvements Project consisted of a full replacement of the lights, ballasts, and pole structures.

On August 23, 2024, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On September 20, 2024, four (4) bids were received by the 2:00 p.m. deadline and Huntington Beach Electric Inc. was the apparent lowest bidder with a total bid amount of $228,800.

Upon review of all documents submitted, Huntington Beach Electric Inc.'s bid was deemed responsive and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On November 19, 2024, per Resolution No. 2024-143 (Exhibit A), City Council awarded the contract to Huntington Beach Electric Inc. in the amount not to exceed $228,800 and authorized a 15% contingency in the amount of $34,320 to address any unforeseen conditions that may arise.

The Notice to Proceed with construction was issued on February 6, 2025. Construction started on February 10, 2025 and was completed on May 12, 2025.

A change order issued for this project in the amount of $17,813.53 is detailed in the Final Contract Balance Report (Exhibit B). This resulted in a 7.8% increase from the contract award amount, for a final contract balance of $246,613.53.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Huntington Beach Electric Inc. for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10; 2) approve the final contract balance of $246,613.53; 3) ratify the release of retention in the amount of $12,330.68; and 4) authorize the Mayor to sign the Notice of Completion, which will be filed with the San Diego County Recorder's Office.

FINANCIAL STATEMENT:
Contract Award - $228,800 (ARPA)
Expenditure Account No. 117-10-18-18500-7598-1176117 (Kimball Park Lighting)

Authorized Change Order Total - $17,813.53 (General Fund)
Expenditure Account No. 100-10-18-18500-7598-1500100 (Facility Upgrades CIP)

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

ENVIRONMENTAL REVIEW:
Notice of Exemption under Class 1 Section 15301 of the CEQA Guidelines was filed with the County Recorder's Office on October 24, 2024.

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

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Contract Award Resolution
Exhibit B – Final Contract Balance
Exhibit C – Notice of Completion
Exhibit D – Resolution

RESOLUTION NO. 2024 - 143

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO HUNTINGTON BEACH ELECTRIC, INC. IN THE NOT-TO-EXCEED AMOUNT OF $228,800 FOR THE KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS PROJECT, CIP NO. 24-10; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $34,320 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF $228,800 IN THE AMERICAN RESCUE PLAN ACT FUND FOR THE KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS PROJECT.

WHEREAS, the existing Kimball Park ballfield lights have reached their useful life and are no longer serviceable and, therefore, full replacement is necessary; and

WHEREAS, the Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10 ("Project") is a component of the revised American Rescue Plan Act ("ARPA") Spending Plan approved by the City Council on April 16, 2024, and will construct the full replacement of the ballfield lighting and electrical system; and

WHEREAS, on August 23, 2024, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on September 20, 2024, four (4) bids were received by the 2:00 p.m. deadline; and

WHEREAS, upon review of all documents submitted, Huntington Beach Electric, Inc.'s bid in the total bid amount of $228,800 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 Huntington Beach Electric, Inc. in the not-to-exceed amount of $228,800 for the Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10; 2) authorizing a 15% contingency in the amount of $34,320 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the establishment of an appropriation of $228,800 in the ARPA fund for the Project.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Huntington Beach Electric, Inc. in the not-to-exceed amount of $228,800 for the Kimball Park Ballfield Lighting Improvements project, CIP No. 24-10.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of $34,320 for any unforeseen changes.

Section 3: That the City Council hereby authorizes the establishment of an appropriation in the amount of $228,800 in the American Rescue Plan Act fund for the Kimball Park Ballfield Lighting Improvements project.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 19th day of November, 2024.

[redacted]

Ron Morrison, Mayor

ATTEST:

[redacted]

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

[redacted]

Barry J. Schultz, City Attorney

Passed and adopted by the City Council of the City of National City, California, on November 19, 2024 by the following vote, to-wit:

Ayes:	Bush, Molina, Rodriguez, Yamane, Morrison
Nays:	None.
Absent:	None.
Abstain:	None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California

Shelley Chapel
City Clerk of the City of National City, California

BY: [redacted]
Shelley Chapel, MMC, City Clerk

Exhibit B

FINAL CONTRACT BALANCE

DATE: MARCH 17, 2026

PROJECT: KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS
FY 24-25
CIP No. 24-10

TO: HUNTINGTON BEACH ELECTRIC INC
P.O. BOX 1626
HUNTINGTON BEACH, CA 92647

ORIGINAL CONTRACT AMOUNT:	$228,800.00
START DATE:	February 10th, 2025
COMPLETION DATE:	May 12th, 2025
ORIGINAL CONTRACT LENGTH:	60 Working Days
EXTENSION OF WORK DAYS:	5 Working Days
TOTAL CONTRACT TIME:	65 Working Days
FINAL CONTRACT AMOUNT:	$246,613.53

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 was for proceeding with horizontal directional drilling for the installation of additional 4" Sch. 80 PVC conduit beneath decorative plaza. This Change Order total amount is **$17,813.53.**

All Change Orders listed above increased the total contract amount **$17,813.53.**

Original Contract Amount:	$ 228,800.00
Change Order Total:	$ 17,813.53
New Contract Amount:	$ 246,613.53
Final Contract Balance:	$ 246,613.53
Line-Item Adjustments Increase:	$ 0.00 (Final Contract Balance – New Contract Amount)

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **$246,613.53**

FINAL CONTRACT BALANCE

Kimball Park Ballfield Lighting Improvements

CIP No. 24-10

2. As a result of the satisfactory completion of said project, a retention amount of **$12,330.68** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. HUNTINGTON BEACH ELECTRIC, INC will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

Exhibit C

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on May 12th, 2025 of the:
Kimball Park Ballfield Lighting Improvements, CIP No. 24-10
Work of improvement or portion of work of improvement under construction or alteration.

P.O. Box 1626 Huntington Beach CA 92647
Street Address City State Zip Code

The undersigned owns the following interest or estate in said property:
Owner in fee
Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with
Huntington Beach Electric Inc.
Name of Original Contractor

The following work and material were supplied:
Labor provided: Electrician/Laborer. Materials: Lighting Equipment/Poles. Equipment: Utility Trucks
General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A
Joint tenants, tenants in common, or other owners

Dated: March 17, 2026; _____
Signature of Owner
City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the forgoing is true and correct.

Executed on March 17, 2026 at, National City, California.

Signature: _____
RON MORRISON, MAYOR

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY HUNTINGTON BEACH ELECTRIC INC. FOR THE KIMBALL PARK BALLFIELD LIGHTING IMPROVEMENTS PROJECT, CIP NO. 24-10; 2) APPROVING THE FINAL CONTRACT AMOUNT OF $246,613.53; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF $12,330.68; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION.

WHEREAS, the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10, consisted of a full replacement of the lights, ballasts, and pole structures at the Kimball Park Ballfields (the "Project"); and

WHEREAS, on November 19, 2024, the City Council awarded the contract for the Project to Huntington Beach Electric Inc. in the amount not to exceed $228,800 and authorized a 15% contingency in the amount of $34,320 to address any unforeseen conditions that may arise; and

WHEREAS, on February 6, 2025, the Notice to Proceed with construction was issued to Huntington Beach Electric Inc.; and

WHEREAS, construction on the Project started on February 10, 2025 and was completed on May 12, 2025; and

WHEREAS, Project change orders and line-item adjustments increased the contract by $17,813.53, which resulted in a 7.8% increase to the original contract award, for a final contract balance of $246,613.53; and

WHEREAS, the Notice of Completion will be filed with the San Diego County Recorder's Office.

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 accepts the work performed by Huntington Beach Electric Inc. for the Kimball Park Ballfield Lighting Improvements Project, CIP No. 24-10.

Section 2: That the City Council hereby approves the final contract balance of $246,613.53.

Section 3: That the City Council hereby ratifies the release of retention in the amount of $12,330.68.

Section 4: That the City Council hereby authorizes the Mayor to sign the Notice of Completion.

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 17th day of March, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Community Development**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Temporary Use Permit – 7th Annual End of Summer Car Show and Cruise Hosted by Plaques for Warriors at Kimball Park on Saturday, September 5, 2026, from 10:00 a.m. to 5:00 p.m. with No Waiver of Fees

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from Plaques for Warriors to conduct the 7th Annual End of Summer Car Show and Cruise event at Kimball Park on Saturday, September 5, 2026, from 10 a.m. to 5 p.m. Setup for this event will commence at 5 a.m. that day, and dismantling at 5 p.m. This event will consist of lowrider vehicles and motorcycle displays, food vendors, and vendor booths. There will be a registration fee of $150-$450 for vendors, $35 for motorcycles, and $40 for vehicles displayed. This event is open to the public and has been approved in prior years with no waiver of fees.

FINANCIAL STATEMENT:
Total cost of TUP is $6,573.22: (1) City processing fee of $475.00; (2) Fire Permit for $547.00, (3) Police Department event staff for $3,166.92; and (4) $2,384.30 for Public Works.

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 – TUP 7th Annual End of Summer Car Show and Cruise UPDATED_Redacted.pdf
Exhibit B – Conditions of Approval TUP 7th Annual End of Summer Car Show and Cruise.pdf

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- [ ] Fair/Festival
- [ ] Parade/March
- [ ] Walk or Run
- [ ] Concert/Performance
- [x] TUP
- [ ] Sporting Event
- [x] Other (specify) End of Summer Car Show

Event Name & Location

Event Title: 7th Annual End of Summer Car Show and Cruise

Event Location (list all sites being requested): Kimball Park National City

Event Times

Set-Up Starts
Date September 5, 2026 Time 5 am Day of Week Saturday

Event Starts
Date September 5, 2026 Time 10 am Day of Week Saturday

Event Ends
Date September 5, 2026 Time 5 pm Day of Week Saturday

Breakdown Ends
Date September 5, 2026 Time 5 pm Day of Week Saturday

Applicant Information

Applicant (Your name) Miguel Alatorre/ Sponsoring Organization Plaques for warriors

Event Coordinator (if different from applicant) Robert Casas and Rob Rice

Mailing Address [redacted] National City Ca 91950

Day Phone [redacted] After Hours Phone [redacted] Cell [redacted] Fax

Public Information Phone E-mail [redacted]

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicar [redacted] Date 03/09/2026

EIN# 84-3246084

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☑ No ☐

Are admission, entry, vendor or participant fees required? Yes ☑ No ☐

If YES, please explain the purpose and provide amount (s):

Registration is charged for cars $40, bikes and motor cycles $35. Event is free to the public

Vendor fees range from $150-$450

$_Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$14,000 Estimated Expenses for this event.

$1000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☑ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

End of Summer Car Show celebrates its 7th year . This show grows every year and we anticipate a few more for this free community grass roots event. The show is open to all makes and models, Cars, bikes and motorcycles. Every year we give back to grass roots business. This year we are also giving back to plaques for warriors. Past donations include the following OTNC Foundation, Shop with a cop, NCPOA, APEX Boxing, Plaques for Warriors, Kiwanis club

Estimated Attendance

Anticipated # of Participants: 400-600 Anticipated # of Spectators: 1500-2000

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ **No** ☑

List any streets requiring closure as a result of the event (provide map): _____

_____

Date and time of street closure:_____Date and time of street reopening: _____

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☑ **No** ☐

☑ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

In culdesac by the boys club and parking lot under the community center

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: National City Police

Or sanctioned security company

_____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ **No** ☑ If YES, name and address of Security Organization _____

_____

Security Director (Name):_____Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☐ **No** ☑ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

_____

_____

_____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☑ **No** ☐ First aid/CPR certified? **Yes** ☑ **No** ☐

☑ First aid station to be staffed by professional company. ► Company AMR

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Kimball has access from the D side of the park to the civic center side of the park. Walk ways give access to wheel chairs and there is restrooms in the park for wheelchairs.

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

20 # of canopies size 10x10

15 # of tents size 10x20

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

20 # of tables ☐ No tables being set up

40 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☑ **No** ☐

☐ PA System for announcements ☑ CD player or DJ music

☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ► Contractor Name _____

► _____ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ **No** ☑

☐ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☐ **No** ☑ ☐ Using Kimball Park Bowl Lighting (from_____to____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☑ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ **No** ☐

☐ Vendors preparing food on-site ► #10 ► Business License #Will Provide Vendor

If yes, please describe how food will be served and/or prepared: Propane grill or food trucks

If you intend to cook food in the event area please specify the method:
☑ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ► #_____ ► Business License #_____

☑ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # 6

☑ Vendors selling food #10 ► Business License #(s) _____

☐ Vendors selling merchandise #20 ► Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____ ► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

► Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ **No** ☑

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ **No** ☑

☐ Vendor name and license # _____

Dimensions_____Duration_____

Number of shells_____Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ☐ **No** ☑

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? **Yes** ☐ **No** ☑

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage #_____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

☐ Location of banners/signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** ☑ **No** ☐

If yes, please identify the following:

▶ Total number of portable toilets: 5

▶ Total number of ADA accessible portable toilets: 1

☐ Contracting with portable toilet vendor. ▶ Saiffros (Company)

▶ Load-in Day & Time September 5, 5 am ▶ Load-out Day & Time September 5, 5 pm (Phone)

☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☑ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☑ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☑ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____

☑ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☑ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

_____

_____

Please make a copy of this application for your records.
We do not provide copies.

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: End of Summer Car Show

Event Address: Kimball Park Expected # of Attendees: 1500

Event Host/Coordinator: Robert Casas/ Rob Rice Phone Number: 619-919-1235

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: 35	✓		
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	✓		
Do all storm drains have screens to temporarily protect trash and debris from entering?	✓		
Are spill cleanup kits readily available at designated spots?	✓		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Plaques for Warriors

Person in Charge of Activity: Robert Casas / Rob Rice

Address: [redacted] National City Ca 91950

Telephone: 619-395-7129 Date(s) of Use: September 5, 2026

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [redacted]

Official Title: PRESIDENT Date: 3/9/2026

EIN # 39-3246084

For Office Use Only

Certificate of Insurance Approved_____Date _____

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2026

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE

Business Name SD COUNTY LOWRIDER ASSOCIATION

Business Location 592 BALLANTYNE ST
EL CAJON, CA 92020-3712

Business Owner(s) ROBERT CASAS

Business Type Special Event

Account Number 09023694
Effective Date January 01, 2026
Expiration Date December 31, 2026

SD COUNTY LOWRIDER ASSOCIATION
592 BALLANTYNE ST
EL CAJON, CA 92020-3712

[redacted]
City Manager

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

SD COUNTY LOWRIDER ASSOCIATION

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST**. If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

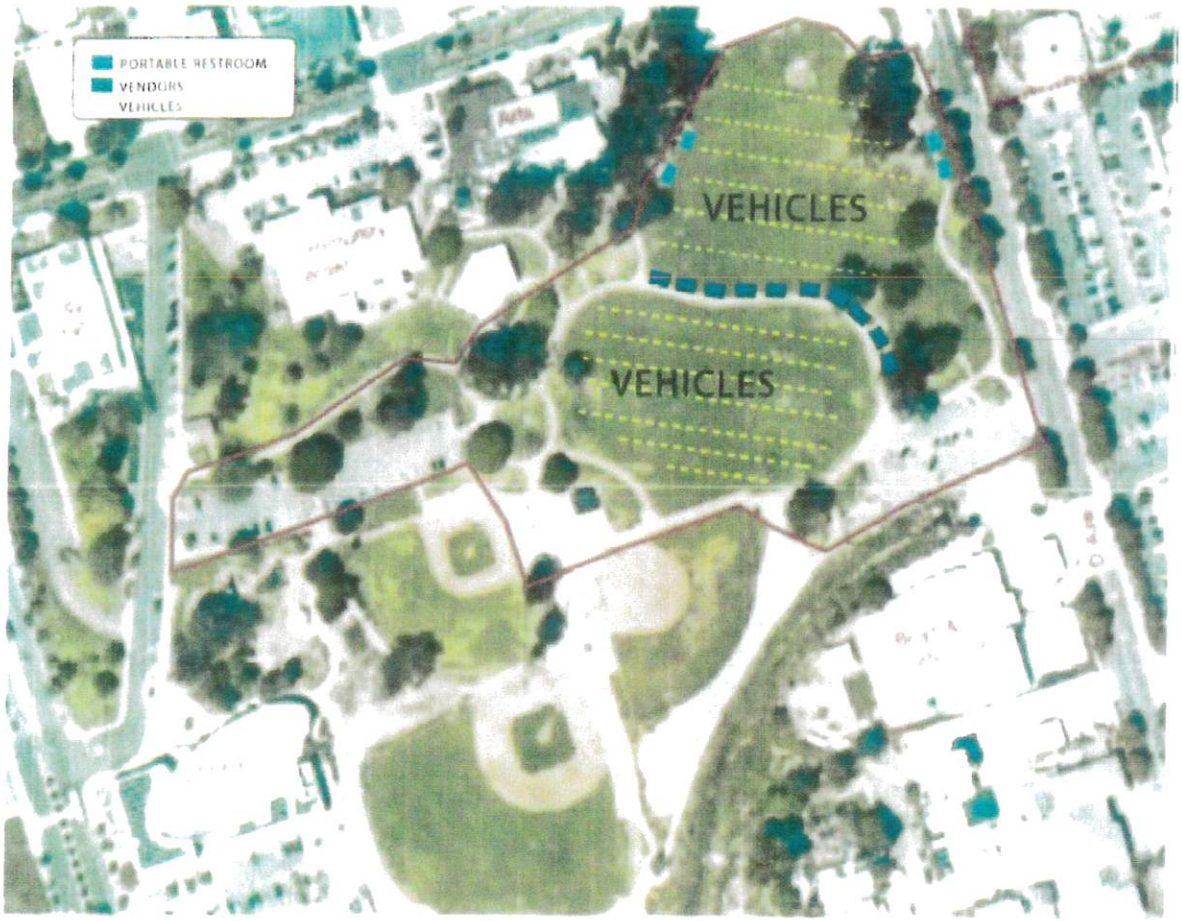
BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

SD COUNTY LOWRIDER ASSOCIATION
592 BALLANTYNE ST
EL CAJON, CA 92020-3712

Account Number: **09023694**

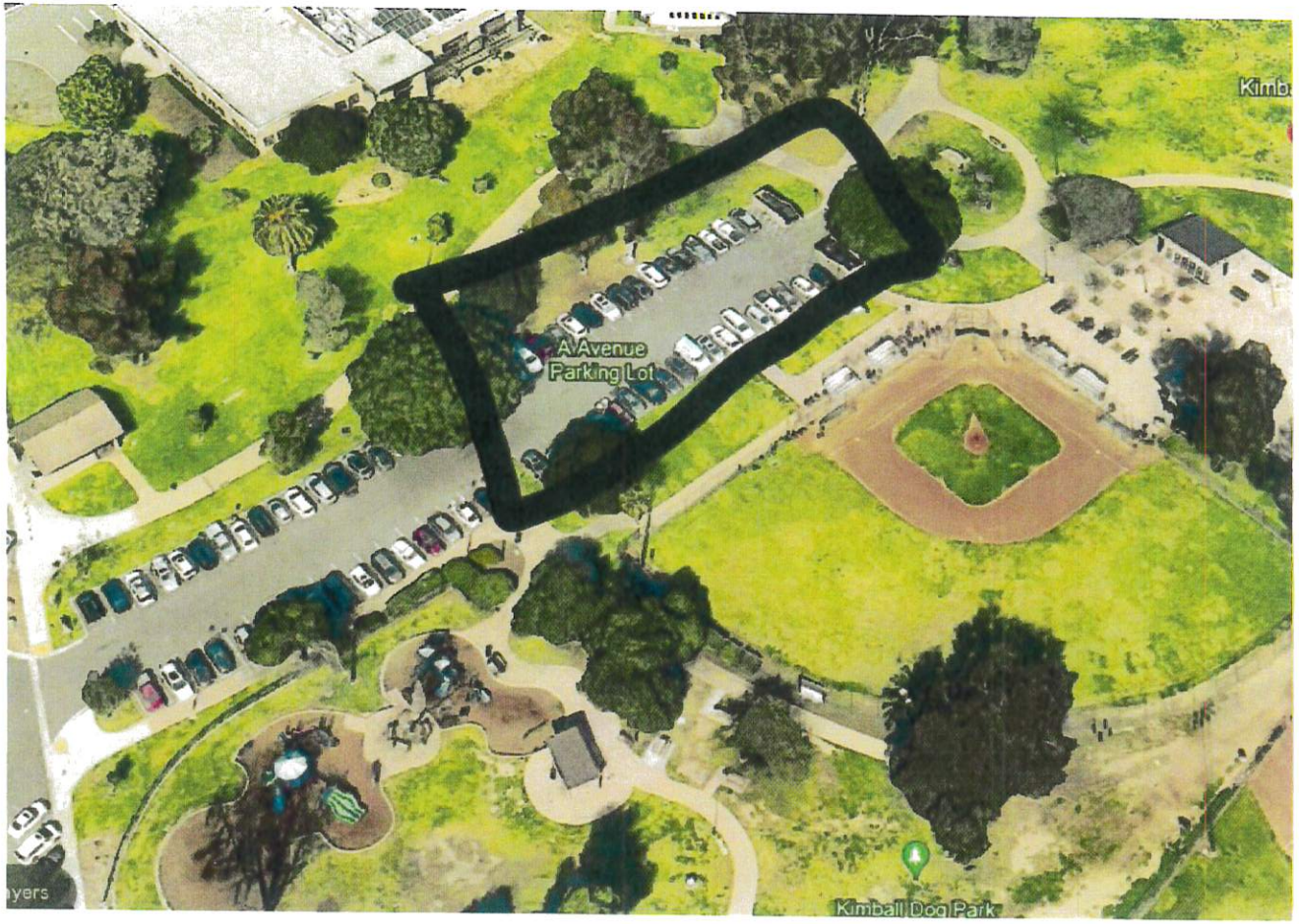
Date of Issue: **01/01/2026**


PORTABLE RESTROOM
VENDORS
VEHICLES
VEHICLES
VEHICLES

"No parking" posted



"No parking" posted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joseph Guerrero
DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602	PHONE (A/C, No, Ext): (800) 364-2433 FAX (A/C, No): (818) 980-1595 E-MAIL ADDRESS: support@rvnuccio.com
INSURED Rob Rice 1618 Casa Place National City , CA 91950	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Fireman's Fund Insurance Company 21873 INSURER B : Axis Insurance Company 37273 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓		UST022072250 NAEP134271	9/5/2026	9/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MEDICAL EXPENSE PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ☐	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ☐	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE ☐	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The City of National City , It's officials, agents, employees and volunteers.

CERTIFICATE HOLDER

City of National City C/O Manager

1243 National City Blvd
National City , CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Guerrero [redacted]

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Certificate Number: NAEP134271 Policy Number: UST022072250
Effective Dates: 9/5/2026 12:01am to 9/6/2026 12:01am

Additional Insured - Person, Organization or other Entity
600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)
City of National City C/O Manager

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

[redacted]

Secretary

[redacted]

President

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CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Plaques for Warriors
EVENT: 7th Annual End of Summer Car Show and Cruise
DATE OF EVENT: September 5, 2026

APPROVALS:			
COMMUNITY DEVELOPMENT	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
ENGINEERING	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [ ]

CONDITIONS OF APPROVAL:

Total cost of TUP is $6,573.22

FIRE (619) 336-4550

INSPECTION REQUIRED

After-hours inspection is $194.00, and tent fees are $353.00. Total Fees currently are ($547.00). Other Fees may be required if changes are made or more info is provided for the event. Fees can only be waived by the City Council.

Stipulations required by the Fire Department for this event are as follows:

1) I see no street closures requested at this point, but access to all businesses along the parade route or street closures are to be maintained at all times. Access to entrances and Fire Department connections for fire sprinkler systems, standpipes, and related systems.

2) Fire Department access into and through all business areas is to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet. *Fire Lane from A Avenue parking lot to the bowl, mid D Avenue to curb cut.*

3) Fire Hydrants shall not be blocked or obstructed.

4) Participants on foot are to move immediately to the sidewalk upon approaching emergency vehicle(s).

5) Vehicles in the roadway are to move immediately to the right upon the approach of emergency vehicle(s).

6) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal if needed.

7) Provide a 2A:10BC fire extinguisher and mount it in a visible location between 3½ 'and 5' from the floor to the top of the extinguisher. The maximum travel distance from an extinguisher shall not be more than 75 feet.

8) All cooking booths or areas to have one 2A:10BC. If grease or oil is used for cooking, a 40: BC or class "K" fire extinguisher will be required. **All fire extinguishers are to have a current State Fire Marshal Tag attached.**

9) If tents or canopies are used, tents will require a permit, and canopies in excess of 400 square feet or multiple tents and/or canopies placed together equaling or greater than the above-stated areas are to be used; they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten-foot separation distance must be maintained between tents and canopies.

10) A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Additionally, cooking anything that produces grease-laden vapor shall not be allowed under tents or canopies unless venting is provided. Please see the Fire Department for directions.*** If applicable, a Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department. Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$353.00
501 – 600 sf -	$393.00
601 – 700 sf -	$512.00

Tents:

0 –200 sf -	$353.00
201 – (+) sf -	$671.00

11) Fire Department access into and through the booth areas must always be maintained.

12) Internal combustion power sources that may be used for inflatable rides, cooking booths, etc., shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the generator/ride is not used.

13) Internal combustion power sources shall be isolated from contact with the public by physical guards, fencing, or an enclosure. They shall be at least 20 feet away from the ride.

14) **Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies.**

15) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as “Temporary Wiring Only”.

16) The fire department will conduct a fire safety inspection prior to the event's operations, including all cooking areas, etc.

17) The Lowrider Association will need to hire one (1) AMR American Medical Response Unit to be available on-site to provide First Aid for the 1500-2000 attendees.

18) Every vehicle in attendance will need to have a minimum of one 2A:10BC fire extinguisher tagged with the current certification for its vehicle. Option for the event organizer to provide, see #20

19) The car show may provide event fire extinguishers. This can be accomplished by placing them around the car show in a 75-foot area. Contact the fire department for additional information and requirements.

20) No Parking, tents, or canopies in the Fire Lane marked by Public Works through the Bowl.

21) Internal combustion power sources that may be used for emergency power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted prior to the start of the event.

22) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing, or an enclosure. Internal combustion power shall be at least **20** feet away from the tent.

23) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as “Temporary Wiring” only. Consult the building official for requirements.

24) All food vendors in booths will need an inspection before the operation of the event.

The event will require an after-hours/weekend ($194.00) inspection prior to the start of the event.

POLICE DEPARTMENT

The new fees include one additional hour (based on the new start time of the event) and updated OT rates for the officers.

Two (2) Police Officers and one Supervisor, to be at the location from 0930-1800. The officers will start at 0900 and end their shift at 1830 (9.5 hours each) that includes

donning and doffing, equipment/patrol vehicle prep, loading and unloading as well as drive time to and from the police department.

Total hours worked: 28.5
Hourly Loaded OT Officers Rate: $102.33 = $1,944.27
Hourly Loaded OT Sergeant Rate: $128.7 = $1,222.65
Total: $3,166.92

RISK MANAGER (619) 336-4370
Risk Management has reviewed the above-captioned request for issuing a Temporary Use Permit. The applicant has provided all the necessary insurance types and levels of coverage as set out in the application.

It should be noted that the applicant properly executed the Indemnification and Hold Harmless Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580
Streets Division

Item	Description	Personnel	Per Unit	Units	Subtotal
1	City Truck		$37.71	3	$113.13
2	No Parking Signs/ A frames		$1.49	16	$23.84
3	employee to set up no parking signs	1	$75.47	1Hr.	$75.47
4	1 employee to pick up no parking signs OT	1	$101.37	2Hrs.	202.74
				TOTAL	**$415.18**

Facilities Division
No comments

Parks Division

1. 3 hours for set up on Thursday 9/3/2026 to mark irrigation valve boxes and paint a fire lane at regular pay @ $70.32=$281.28
2. Two staff for the duration of event 8 hours from 10 am to 6 pm for litter control and service public restrooms. Overtime rate at $105.49
3. total $ 1687.84 on 9/5/2026
4. Event organizer did not request the City Stage and PA.
5. total expense for event $1969.12

COMMUNITY DEVELOPMENT
Planning
No comment received

Building

1. No new electrical, mechanical, or plumbing work is permitted for this event. If there is new work being proposed, please contact the Building Department to obtain proper permits.

2. The proposed generators must be located a minimum of 5 feet from any building or enclosure (i.e. tents) to allow for proper ventilation. Any power cords running from the generators or any electrical outlets must be properly secured and covered to avoid trip hazards.

3. All cooking equipment must be properly ventilated. All cooking vendors must be properly licensed through the necessary departments (City licensing, County Health licensing, etc.).

4. It is the owner/operator's responsibility to adhere to accessibility requirements.

5. It is the owner/operator's responsibility to obtain all necessary approvals from the other City/County agencies.

Samuel Marrinan, CBO
Building Official
smarrinan@nationalcityca.gov
619-336-4351

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

COMMUNITY SERVICES

No comments received

ENGINEERING

No comments

FINANCE

A business license for the sponsoring organization entity Plaques for Warriors must be submitted prior to the event.

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Warrant Register No. 31 for the Period of 1/23/26 through 1/29/26 in the Amount of $2,965,337.79

RECOMMENDATION:
Ratify Warrants Totaling $2,965,337.79.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 1/23/26 – 1/29/26. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Cosco Fire Protection	376932	67,309.40	CIP 24-16 Fire Service Backflow Preventer
A Preman Roofing	1001753	96,398.40	CIP 25-09 Library Roof Replacement
A Preman Roofing	1001753	85,358.21	CIP 25-09 Library Roof Replacement
AP General Corp	1001756	149,019.66	CIP 24-13 Las Palmas Park Improvements
Public Emp Retirement	260200235	392,297.30	Service Period 12/23/25 – 01/05/2026

FINANCIAL STATEMENT:
Warrant Register Total $2,965,337.79

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

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

PUBLIC NOTIFICATION:
The Agenda Report was posted 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 – FY26 Warrant Register No. 31

Warrant Register #31
1/23/2026 to 1/29/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Comm Svcs				
PEIRCE, DENISSE	RFW-CONTRACT INST MONTHLY PAYMENT YOGA C	376954	1/29/2026	301.00
			Total for Comm Svcs	**301.00**
Eng/PW				
A GOOD SIGN & GRAPHI	CIP 19-25 BICYCLE WAYFINDING PROJECT	376910	1/29/2026	11,780.00
AEP CALIFORNIA LLC	3 OF 3 BUILDOUTS FOR 2025 FORD POLICE INTERC	376911	1/29/2026	35,997.54
ANSER ADVISORY MANAG	WASTEWATER MANAGEMENT SUPPORT	376913	1/29/2026	30,793.08
ANSER ADVISORY MANAG	CIP 19-25 WAYFINDING SIGNAGE	376913	1/29/2026	6,812.50
ASBURY ENVIRONMENTAL	USED OIL PICK UP FY26-PW/EQM	376914	1/29/2026	153.00
BULLDOG TOWING	TOWING VEHICLE #086 FY26-PW/EQM	376919	1/29/2026	1,680.00
CANON SOLUTIONS AMER	ENG/PW PLOTTER/SCANNER EQUIP USAGE JAN 202	376921	1/29/2026	61.84
CANON SOLUTIONS AMER	ENG/PW PLOTTER/SCANNER MAINT JAN 2026	376921	1/29/2026	109.12
CLEAR WATER TECHNOLO	WATER TREATMENTS FY26-PW/FAC	376930	1/29/2026	475.00
COSCO FIRE PROTECTIO	CIP 24-16 FIRE SERVICE BACKFLOW PREVENTER RI	376932	1/29/2026	67,309.40
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY26-PW/EQM	376938	1/29/2026	99.07
GEOSYNTEC CONSULTANT	ENCAMPMENTS CLEANUP - MULTIPLE SMALL ENCA	376940	1/29/2026	3,500.00
GEOSYNTEC CONSULTANT	COMPLIANCE SUPPORT FOR CITY OF NC	376940	1/29/2026	12,622.02
GMAT INC.	CIP 24-15 PD DEPT ROLL-UP & SALLYPORT DOORS	376941	1/29/2026	6,500.00
HOME DEPOT CREDIT SE	PARK MAINTENANCE SUPPLIES FY26-PW/PARKS	376942	1/29/2026	258.21
HOME DEPOT CREDIT SE	PARK MAINTENANCE SUPPLIES FY26-PW/PARKS	376942	1/29/2026	256.65
HOME DEPOT CREDIT SE	PARK MAINTENANCE SUPPLIES FY26-PW/PARKS	376942	1/29/2026	125.72
HOME DEPOT CREDIT SE	PARK MAINTENANCE SUPPLIES FY26-PW/PARKS	376942	1/29/2026	441.62
KIMLEY HORN AND	CIP 22-09 EASTSIDE I-805 COMMUNITY GREENBELT	376945	1/29/2026	1,948.98
LEIGHTON CONSULTING	GRANGER AVENUE STORM DRAIN, STC IMPROVEMI	376946	1/29/2026	2,813.00
LEIGHTON CONSULTING	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENT	376946	1/29/2026	1,458.00
MASON'S SAW & LAWNMO	MOP 45729 LANDSCAPE SUPPLIES FY26-PW/PARKS	376947	1/29/2026	417.82
MASTER PERFORMANCE	MOP 86883 AUTO SUPPLIES FY26-PW/EQM	376948	1/29/2026	428.88
NATIONAL CITY CAR WA	CAR WASH SERVICES FOR FLEET FY26-PW/EQM	376951	1/29/2026	978.00
NV5 INC	ON-CALL PROJECT MANAGEMENT FOR CIP PROJEC	376952	1/29/2026	2,201.63
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY26-PW/EQM	376953	1/29/2026	453.77
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	376956	1/29/2026	106.46
PRO BUILD COMPANY	MOP 65179 BUILDING SUPPLIES FY26-PW/FAC	376956	1/29/2026	126.04
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	376956	1/29/2026	36.19
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/PARKS	376956	1/29/2026	128.64
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/PARKS	376956	1/29/2026	37.16
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	376956	1/29/2026	42.35
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/PARKS	376956	1/29/2026	41.26
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/PARKS	376956	1/29/2026	83.97
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/STS	376956	1/29/2026	254.46
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	376956	1/29/2026	34.96

PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	376956	1/29/2026	122.26
PROJECT PROFESSIONAL	CIP 25-14 FIRE STATION 31 DOOR REPLACEMENT	376957	1/29/2026	2,258.25
PROJECT PROFESSIONAL	KIMBALL REC CENTER ASSESSMENT PROF SERVICI	376957	1/29/2026	5,854.50
PROJECT PROFESSIONAL	CIP 25-14 FIRE STATION 31 DOOR REPLACEMENT	376957	1/29/2026	1,932.75
PROJECT PROFESSIONAL	ON-CALL PROJECT MANAGEMENT FOR CIP PROJEC	376957	1/29/2026	1,945.50
PROJECT PROFESSIONAL	CIP 2004 PD GENERATOR AND ELECTRICAL UPGRA	376957	1/29/2026	1,987.50
PROJECT PROFESSIONAL	CIP 24-16 FIRE SERVICE BACKFLOW PREVENTER RI	376957	1/29/2026	3,955.00
PROJECT PROFESSIONAL	FRANC ADMINISTRATION	376957	1/29/2026	4,345.25
RANDALL LAMB ASSOCIA	CIP 19-42 NCPD STANDBY POWER	376958	1/29/2026	525.00
RANDALL LAMB ASSOCIA	CIP 19-42 NCPD STANDBY POWER	376958	1/29/2026	1,762.50
RCP BLOCK & BRICK I	STEP STONES FOR FAC FY26-PW/FAC	376959	1/29/2026	277.44
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICES FY26-PW/EQM	376963	1/29/2026	390.00
SAN DIEGO GAS & ELEC	GAS AND ELECTRICITY FOR FACILITIES DEC FY26-F	376964	1/29/2026	1,094.61
SAN DIEGO GAS & ELEC	GAS AND ELECTRICITY FOR FACILITIES DEC FY26-F	376965	1/29/2026	8,925.51
SOLANA CENTER FOR	SB 1383 COMPLIANCE SUPPORT SERVICES	376969	1/29/2026	2,547.14
SOLANA CENTER FOR	SB 1383 COMPLIANCE SUPPORT SERVICES	376969	1/29/2026	2,484.76
SUNBELT RENTALS, INC	FLOOR SCRAPER FY26-PW/FAC	376972	1/29/2026	493.37
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-NOV FY26-PW	376973	1/29/2026	138.62
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	36.64
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	36.64
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES OCT-DEC FY26-PV	376973	1/29/2026	50.33
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	60.45
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES OCT-DEC FY26-PV	376973	1/29/2026	91.61
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	119.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	126.00
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES OCT-DEC FY26-PV	376973	1/29/2026	133.25
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES OCT-DEC FY26-PV	376973	1/29/2026	160.89
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	191.74
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES OCT-DEC FY26-PV	376973	1/29/2026	546.66
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	705.52
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	885.18
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	1,824.94
SWEETWATER AUTHORITY	WATER SERVICE FOR FACILITIES OCT-DEC FY26-PV	376973	1/29/2026	4,445.44
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	119.09
SWEETWATER AUTHORITY	WATER SERVICE FOR PARKS OCT-DEC FY26-PW	376973	1/29/2026	119.09
THE ECOHEROSHOW LLC	BEVERAGE CONTAINER RECYCLING EDUCATION	376974	1/29/2026	2,240.00
UNITED ROTARY BRUSH	STREET SWEEPER BROOMS & PARTS FY26-PW/EQI	376977	1/29/2026	2,105.32
VORTEX INDUSTRIES IN	CITY-WIDE ON SITE REPAIRS FY26-PW/FAC	376979	1/29/2026	2,235.00
VULCAN MATERIALS COM	ROADWAY MATERIALS FY26-PW/STS	376980	1/29/2026	728.97

VULCAN MATERIALS COM	ROADWAY MATERIALS FY26-PW/STS	376980	1/29/2026	1,181.81
WHITE CAP, LP	MOP 25101280 STREET SUPPLIES FY26-PW/STS	376981	1/29/2026	209.39
			Total for Eng/PW	**250,140.70**
Finance				
WOODRUFF & SMART	RSWA / GEN. MANAGER MONTHLY INV. JANUARY 2(	376982	1/29/2026	5,250.00
WOODRUFF & SMART	RSWA / LEGAL SERVCS. JANUARY 2026	376983	1/29/2026	3,000.00
WOODRUFF & SMART	RSWA REIMBURSEMENTS TO WSS FOR RSWA 11/3(	376984	1/29/2026	240.71
			Total for Finance	**8,490.71**
Fire				
BRANDON PAULITE	ANTIQUE SILVER/ANTIQUE BRASS CUSTOM BUCKLE	376918	1/29/2026	835.63
CINTAS CORPORATION	SM SHOP TWL RED	376922	1/29/2026	35.00
CINTAS CORPORATION	SM SHOP TWL RED	376922	1/29/2026	35.00
CINTAS CORPORATION	SM SHOP TWL RED	376922	1/29/2026	35.00
CINTAS CORPORATION	SM SHOP TWL RED	376922	1/29/2026	35.00
CINTAS CORPORATION	SM SHOP TWL RED	376922	1/29/2026	35.00
CINTAS CORPORATION	X2160 - SM SHOP TOWEL RED	376922	1/29/2026	35.00
CINTAS CORPORATION	SM SHOP TWL RED	376922	1/29/2026	35.00
J HARRIS INDUSTRIAL	SERVICES FOR EQUIPMENT TO WASH APPARATUS	376944	1/29/2026	209.60
PRO BUILD COMPANY	MOP#45707, STANLEY TOOLBOX, ARROW STAPLE,	376956	1/29/2026	86.06
SAFETY-KLEEN SYSTEMS	GASTEC AQUEOUS PW SAMPLE	376962	1/29/2026	296.50
SANDERS, JASON E	REIMBRSMT CLAIM: PARAMEDIC LICENSE RENEWAI	376967	1/29/2026	250.00
STATION AUTOMATION	SOFTWARE SERVICE TO ENHANCE&AUTOMATE ITS	376970	1/29/2026	8,177.00
THOMSON REUTERS	CCR T 19 PUBLIC SAFETY-COMPLETE SUB	376975	1/29/2026	276.99
TINOSA INC	COMPRESSOR REPAIR SERVICE	376976	1/29/2026	1,000.00
TINOSA INC	COMPRESSOR REPAIR SERVICE	376976	1/29/2026	28.70
TINOSA INC	COMPRESSOR REPAIR SERVICE	376976	1/29/2026	207.08
TINOSA INC	COMPRESSOR REPAIR SERVICE	376976	1/29/2026	74.40
TINOSA INC	COMPRESSOR REPAIR SERVICE	376976	1/29/2026	138.54
TINOSA INC	COMPRESSOR REPAIR SERVICE	376976	1/29/2026	113.15
			Total for Fire	**11,938.65**
IT				
AT&T	AT&T DATA CIRCUIT FY26	376915	1/29/2026	62.21
AT&T	AT&T DATA CIRCUITS FY26	376915	1/29/2026	2,271.01
AT&T	AT&T DATA CIRCUITS FY26	376915	1/29/2026	25,032.92
AT&T	AT&T DATA CIRCUITS FY26	376915	1/29/2026	126.86
AT&T	AT&T DATA CIRCUITS FY26	376915	1/29/2026	398.01
AT&T	AT&T DATA CIRCUITS FY26	376915	1/29/2026	3,866.12
CORELOGIC SOLUTIONS	REALQUEST REPORTING FOR FY26	376931	1/29/2026	128.25
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY26	376933	1/29/2026	2,060.21
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY26	376933	1/29/2026	77.18
DATEL SYSTEMS INCORP	BARRACUDA ESSENTIALS 1-YEAR SUBSCRIPTION	376935	1/29/2026	25,393.75
MOBILE WIRELESS LLC	NETMOTION/ABSOLUTE RENEWAL – 50 LICENSES	376950	1/29/2026	5,880.00

RON TURLEY ASSOCIATE	RTA FLEET MANAGEMENT SOFTWARE SUBSCRIPTI(	376960	1/29/2026	8,736.00
			Total for IT	**74,032.52**
Library				
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOK	376916	1/29/2026	32.87
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOK	376916	1/29/2026	12.30
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOK	376916	1/29/2026	17.53
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOK	376916	1/29/2026	18.68
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	376916	1/29/2026	39.28
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOK	376916	1/29/2026	13.58
BAKER & TAYLOR	BAKER AND TAYLOR- 20 BOOKS	376916	1/29/2026	434.56
BAKER & TAYLOR	BAKER AND TAYLOR- 2 BOOKS	376916	1/29/2026	32.44
BAKER & TAYLOR	BAKER AND TAYLOR- 4 BOOKS	376916	1/29/2026	54.79
BAKER & TAYLOR	BAKER AND TAYLOR- 13 BOOKS	376916	1/29/2026	234.06
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOKS	376916	1/29/2026	19.95
BAKER & TAYLOR	BAKER AND TAYLOR- 12 BOOKS	376916	1/29/2026	190.48
BAKER & TAYLOR	BAKER AND TAYLOR- 12 BOOKS	376916	1/29/2026	198.89
BAKER & TAYLOR	BAKER AND TAYLOR- 1 BOOKS	376916	1/29/2026	19.31
BAKER & TAYLOR	BAKER AND TAYLOR- 7 BOOKS	376916	1/29/2026	137.48
BAKER & TAYLOR	BAKER AND TAYLOR- 20 BOOKS	376916	1/29/2026	55.81
MIDWEST TAPE, LLC	MIDWEST TAPE- 1 BLU-RAY	376949	1/29/2026	36.46
			Total for Library	**1,548.47**
Neigh Svcs				
CINTAS CORPORATION	CINTAS UNIFORMS NSD	376922	1/29/2026	46.64
CINTAS CORPORATION	CINTAS UNIFORMS NSD	376922	1/29/2026	46.64
CINTAS CORPORATION	CINTAS UNIFORMS NSD	376922	1/29/2026	46.64
CINTAS CORPORATION	CINTAS UNIFORMS NSD	376922	1/29/2026	46.64
HUESO, HECTOR	REIMB RTFH HOMELESS CONFERENCE HUESO	376943	1/29/2026	50.00
			Total for Neigh Svcs	**236.56**
Nutrition				
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	376912	1/29/2026	474.07
ALL FRESH PRODUCTS	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	376912	1/29/2026	1,098.97
CINTAS CORPORATION	LAUNDRY FOR NUTRITION CTR FY 26	376922	1/29/2026	441.45
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES AS NEEDED FOR FY2	376922	1/29/2026	441.45
COZZINI BROS., INC.	KNIFE CLEANING SERVICE FOR FY 26	376934	1/29/2026	70.50
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	376968	1/29/2026	2,357.12
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	376968	1/29/2026	15.93
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	376968	1/29/2026	15.93
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	376968	1/29/2026	499.68
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	376968	1/29/2026	1,939.71
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	376968	1/29/2026	2,664.85
			Total for Nutrition	**10,019.66**

Police

BARAJAS, SABRINA	REIM: SBARAJAS ADVANCED OFFICER TRAINING	376917	1/29/2026	107.60
CAL UNIFORMS INC	UNIFORMS & ACCESSORIES FY2026	376920	1/29/2026	1,591.65
CAL UNIFORMS INC	UNIFORMS & ACCESSORIES FY2026	376920	1/29/2026	355.55
CITY OF FRESNO	FIREARMS INSTRUCTOR COURSE RLOPEZ RANGE F	376923	1/29/2026	115.00
DAY WIRELESS SYSTEMS	RADIO REPAIR OFF FREQUENCY	376936	1/29/2026	912.00
FBI NATIONAL ACADEMY	2026 FBINAA NATIONAL DUES & PRIMARY CHAPTER	376937	1/29/2026	150.00
GARCIA, CECILIA	REIM: CLGARCIA - ADVANCED OFFICER TRAINING C	376939	1/29/2026	107.60
GARCIA, CECILIA	REIM: CGARCIA - HOSTAGE NEGOTIATIONS TRAINI	376939	1/29/2026	967.57
PORAC	PORAC ASSN ID 2513 MEMBER DUES	376955	1/29/2026	36.00
SABALA, ANTHONY J	REIM: ASABALA - POST SUPERVISORY COURSE	376961	1/29/2026	1,301.60
SAN DIEGO MIRAMAR CO	TUITION: FOR REGIONAL OFFICER TRAINING	376966	1/29/2026	46.00
STINNETT, RYAN	REIM: RSTINNETT - ICI ADV CHILD ABUSE TRAINING	376971	1/29/2026	24.00
VCA EMERGENCY ANIMAL	STRAY ANIMAL CARE FOR FY 2026	376978	1/29/2026	478.70
			Total for Police	**6,193.27**

Risk

CLAIMS MANAGEMENT AS	MONTHLY RISK MANAGEMENT SERVICES/JUN25	376924	1/29/2026	7,920.00
CLAIMS MANAGEMENT AS	MONTHLY RISK MANAGEMENT SERVICES/JUL25	376925	1/29/2026	7,920.00
CLAIMS MANAGEMENT AS	LIABILITY AND RISK MGMT SVCS - AUG25	376926	1/29/2026	7,480.00
CLAIMS MANAGEMENT AS	MONTHLY RISK MANAGEMENT SERVICES/SEP25	376927	1/29/2026	7,480.00
CLAIMS MANAGEMENT AS	MONTHLY RISK MANAGEMENT SERVICES/OCT25	376928	1/29/2026	4,400.00
CLAIMS MANAGEMENT AS	MONTHLY RISK MANAGEMENT SERVICES/NOV25	376929	1/29/2026	8,140.00
			Total for Risk	**43,340.00**
			A/P PAYMENTS Total	**406,241.54**

EFT PAYMENTS

Eng/PW

A. PREMAN ROOFING,	CIP 25-09 LIBRARY ROOF REPLACEMENT PROF SER	1001753	1/23/2026	96,398.40
A. PREMAN ROOFING,	CIP 25-09 LIBRARY ROOF REPLACEMENT PROF SER	1001753	1/23/2026	85,358.21
AMAZON CAPITAL SERVI	CELL PHONE CASE	1001755	1/23/2026	14.13
AMAZON CAPITAL SERVI	CELL PHONE CASE	1001755	1/23/2026	14.12
AP GENERAL CORPORATI	CIP 24-13 LAS PALMAS PARK IMPROVEMENTS	1001756	1/23/2026	149,019.66
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001757	1/23/2026	90.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001757	1/23/2026	309.30
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001757	1/23/2026	705.96
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001757	1/23/2026	240.05
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001757	1/23/2026	293.77
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001757	1/23/2026	86.15
GRAINGER	MOP 65179 STREET SUPPLIES FY26-PW/STS	1001758	1/23/2026	392.03
GRAINGER	MOP 65179 STREET SUPPLIES FY26-PW/STS	1001758	1/23/2026	392.03
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC	1001759	1/23/2026	682.67
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC	1001759	1/23/2026	713.84
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC	1001759	1/23/2026	1,651.37
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC	1001759	1/23/2026	486.82

INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE MAINTENANCE AND COORI	1001760	1/23/2026	1,295.00
INNOVATIVE CONSTRUCT	CIP 24-04 FY24/25 ADA IMPROVEMENTS PROJECT	1001760	1/23/2026	2,257.00
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	1001760	1/23/2026	7,945.00
INNOVATIVE CONSTRUCT	CIP 19-23 CENTRAL COMMUNITY MOBILE ENHANCEI	1001760	1/23/2026	18,779.00
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENT	1001760	1/23/2026	22,156.00
INNOVATIVE CONSTRUCT	LAS PALMAS POOL SITE MAINTENANCE AND COORI	1001760	1/23/2026	1,962.50
INNOVATIVE CONSTRUCT	CIP 24-04 FY24/25 ADA IMPROVEMENTS PROJECT	1001760	1/23/2026	2,444.25
INNOVATIVE CONSTRUCT	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENT	1001760	1/23/2026	35,129.00
INTERNATIONAL EMERGE	EMERGENCY LIGHTING FOR NCPD VEH 236	1001761	1/23/2026	4,113.16
KTUA	CMO SERVICES AND CONSTRUCTION DOCS	1001762	1/23/2026	74.44
KTUA	CMO SERVICES AND CONSTRUCTION DOCS	1001762	1/23/2026	241.30
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	121.51
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	353.26
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	384.26
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	125.93
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	353.51
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	479.92
POWERSTRIDE BATTERY	MOP 67839 AUTO BATTERIES FY26-PW/EQM	1001764	1/23/2026	496.75
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY26-PW/EQM	1001765	1/23/2026	20.39
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY26-PW/EQM	1001765	1/23/2026	488.42
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001766	1/23/2026	1,129.16
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001766	1/23/2026	160.17
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001766	1/23/2026	160.17
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001766	1/23/2026	5.10
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001766	1/23/2026	178.17
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001766	1/23/2026	312.70
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001767	1/23/2026	107.50
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001767	1/23/2026	175.48
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001767	1/23/2026	5,400.00
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001767	1/23/2026	5,794.27
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001767	1/23/2026	7,521.68
STC TRAFFIC INC	ENGINEERING SUPPORT SERVICES FOR HIGHLAND	1001770	1/23/2026	6,400.00
STC TRAFFIC INC	ENGINEERING SUPPORT SERVICES	1001770	1/23/2026	265.00
STC TRAFFIC INC	DESIGN SERVICES FOR N AVE TRAFFIC CIRCLES	1001770	1/23/2026	855.00
STC TRAFFIC INC	STORMWATER FEE PROGRAM DEVELOPMENT -BIR	1001770	1/23/2026	930.00
STC TRAFFIC INC	DESIGN OF N AVE CURB RAMPS AND CROSS GUTTE	1001770	1/23/2026	7,442.00
STC TRAFFIC INC	CIP 23-04 PROPOSAL FOR RETROREFLECTIVE BAC	1001770	1/23/2026	7,580.00
STC TRAFFIC INC	8TH STREET AND HARBOR DRIVE BNSF CROSSING	1001770	1/23/2026	11,082.99
VISTA PAINT	MOP 68834 TRAFFIC PAINT SUPPLIES FY26-PW/STS	1001772	1/23/2026	428.17
WRIGHT CONSTRUCTION,	CIP 25-05 GRANGER AVENUE STORM DRAIN	1001773	1/23/2026	15,519.43
			Total for Eng/PW	**507,516.10**

Fire

INTERNATIONAL EMERGE	RAM 5500- CONSOLE CIRCUIT REPLACEMENT	1001761	1/23/2026	142.50
STAPLES BUSINESS ADV	MOP#45704, MOUSEPADS, MONITOR STAND, HOLE	1001768	1/23/2026	343.10
STAPLES BUSINESS ADV	MOP#45704, WOOD TRIMMER, SHARPIE FINE PERM	1001768	1/23/2026	315.52
			Total for Fire	**801.12**
Housing				
OFFICE SOLUTIONS BUS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	1001763	1/23/2026	19.94
			Total for Housing	**19.94**
Nutrition				
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1001754	1/23/2026	1,978.50
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION	1001754	1/23/2026	458.82
			Total for Nutrition	**2,437.32**
Planning				
STAPLES BUSINESS ADV	MOP 45704 PLANNING OFFICE SUPPLIES	1001769	1/23/2026	207.78
			Total for Planning	**207.78**
Police				
INTERNATIONAL EMERGE	MOP #86011 / INSTALLATION SERVICES / CPT. SULL	1001761	1/23/2026	380.00
STAPLES BUSINESS ADV	MOP #45704 / SQUEEGEE / LINA	1001768	1/23/2026	33.84
STAPLES BUSINESS ADV	MOP #45704 / TRASH RECEPTACLES / LINA	1001768	1/23/2026	229.77
T'S & SIGNS INC	ACRYLIC PLAQUE / B. SHULTZ	1001771	1/23/2026	32.63
			Total for Police	**676.24**
			EFT PAYMENTS Total	**511,658.50**
Payroll				
PY91713			1/28/2026	1,612,231.20
			Payroll Total	**1,612,231.20**
WIRED PAYMENTS				
Finance				
U S BANK	CREDIT CARD STATEMENT – JANUARY 2026	260280162	1/29/2026	42,909.25
PUBLIC EMP RETIREMEN	SERVICE PERIOD 12/23/25 - 01/05/2026	260200235	1/23/2026	392,297.30
			Total for Finance	**435,206.55**
			WIRED PAYMENTS Total	**435,206.55**
			GRAND TOTAL	**2,965,337.79**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Warrant Register No. 32 for the Period of 1/30/26 through 2/5/26 in the Amount of $2,925,883.20

RECOMMENDATION:
Ratify Warrants Totaling $2,925,883.20.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 1/30/26 – 2/5/26. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
RJ Noble Company	377021	52,677.50	CIP 23-25 Pavement Rehabilitation Project
Kaiser Foundation	1001789	254,743.99	Grp# 104220 CID: 3991520200
Tyler Technologies	1001797	131,430.60	Munis ERP Project 2026
Public Emp Retirement	260290132	428,183.58	Service Period 1/6/2026 – 1/19/2026

FINANCIAL STATEMENT:
Warrant Register Total $2,925,883.20

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 – FY26 Warrant Register No. 32

Warrant Register #32
1/30/2026 to 2/5/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
A/P PAYMENTS				
Building				
CALBO	PRC #T3499 C.ROE CALBO TRAINING	377034	2/5/2026	165.00
CALBO	PRC #T3500 R.LATTIRE CALBO TRAINING	377034	2/5/2026	165.00
CALBO	PRC #T3497/T3498 J.SOLIS CALBO TRAINING	377034	2/5/2026	330.00
CALBO	PRC #T3501 S.MARRINAN CALBO TRAINING	377034	2/5/2026	545.00
			Total for Building	**1,205.00**
Clerk				
CORODATA RECORDS	OFF SITE RECORD STORAGE	377000	2/5/2026	58.30
DFM ASSOCIATES	2026 CALIFORNIA ELECTION CODE BOOKS	377004	2/5/2026	168.38
INTEGRITY NEWSPAPERS	NEWSPAPER PUBLIC NOTICING	377012	2/5/2026	105.06
INTEGRITY NEWSPAPERS	NEWSPAPER PUBLIC NOTICING	377012	2/5/2026	112.75
INTEGRITY NEWSPAPERS	NEWSPAPER PUBLIC NOTICING	377012	2/5/2026	82.00
INTEGRITY NEWSPAPERS	NEWSPAPER PUBLIC NOTICING	377012	2/5/2026	84.56
			Total for Clerk	**611.05**
Comm Svcs				
ELIZABETH D. SARMIEN	RFW-CONTRACT INST MONTHLY PAYMENT ZUMBA C	377005	2/5/2026	74.20
GONZALEZ, ROSEMARY	RFW-REFUND GFHM THE COMPANY 6308 ROSEMARY	377008	2/5/2026	84.00
GONZALEZ, VIRGINIA	RFW-REFUND GFHM THE COMPANY 6308 VIRGINIA G	377009	2/5/2026	60.00
			Total for Comm Svcs	**218.20**
Eng/PW				
ABACOR, INC	TOOL BOXES FY26-PW/EQM	376994	2/5/2026	3,247.50
ANSER ADVISORY MANAG	CIP 19-25 WAYFINDING SIGNAGE	376995	2/5/2026	2,000.00
ANSER ADVISORY MANAG	NTP- GRANT MANAGEMENT VILLA CIVIL	376995	2/5/2026	42,754.91
CINTAS CORPORATION	UNIFORM ADVANTAGE FOR FACILITIES FY26-PW/FAC	376997	2/5/2026	23.23
CINTAS CORPORATION	UNIFORM ADVANTAGE FOR PARKS FY26-PW/PARKS	376997	2/5/2026	28.05
CINTAS CORPORATION	UNIFORM ADVANTAGE FOR STREETS FY26-PW/STS	376997	2/5/2026	35.20
COUNTY OF SAN DIEGO	SD REG STORMWATER COPERMITTEE SHARED COS	377001	2/5/2026	6,545.00
GL POOLS, LLC	LAS PALMAS MUNICIPAL POOL MAINTENANCE	377007	2/5/2026	11,696.33
GL POOLS, LLC	LAS PALMAS MUNICIPAL POOL MAINTENANCE	377007	2/5/2026	6,771.50
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	428.54
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	542.66
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	155.64
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	301.94
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	69.28
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	272.19
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	780.55
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	85.68
HOME DEPOT CREDIT SE	BUILDING SUPPLIES FY26-PW/FAC	377010	2/5/2026	100.66
HUNTINGTON BEACH ELE	CIP 24-10 KIMBALL PARK BALLFIELD LIGHTING IMPRC	377011	2/5/2026	12,330.68
LEIGHTON CONSULTING	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENTS	377013	2/5/2026	3,102.00

MASTER PERFORMANCE	FITTINGS FOR WW 6" PUMP FY26-PW/EQM	377014	2/5/2026	671.15
NV5 INC	ON-CALL PROJECT MANAGEMENT FOR CIP PROJECT	377015	2/5/2026	180.26
NV5 INC	ON-CALL PROJECT MANAGEMENT UTLITY SUPPORT	377015	2/5/2026	38.63
NV5 INC	ON-CALL PROJECT MANAGEMENT FOR CIP PROJECT	377015	2/5/2026	929.54
NV5 INC	ON-CALL PROJECT MANAGEMENT FOR CIP PROJECT	377015	2/5/2026	1,138.20
NV5 INC	ON-CALL PROJECT MANAGEMENT UTLITY -CROWN C	377015	2/5/2026	1,199.98
NV5 INC	ON-CALL PROJECT MANAGEMENT - UTILITY SUPPOR	377015	2/5/2026	2,415.91
NV5 INC	ON-CALL PROJECT MANAGEMENT-UTILITY SUPPORT	377015	2/5/2026	2,759.39
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY26-PW/EQM	377016	2/5/2026	23.99
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY26-PW/EQM	377016	2/5/2026	77.69
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY26-PW/EQM	377016	2/5/2026	143.52
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIE CREDIT FY26-PW/EQM	377016	2/5/2026	(47.84)
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY26-PW/EQM	377016	2/5/2026	23.10
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES FY26-PW/EQM	377016	2/5/2026	5.82
PACIFIC STATES PETRO	HYDRAULIC OIL, ENGINE OIL FY26-PW/EQM	377017	2/5/2026	5,362.65
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	(14.01)
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	14.01
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	60.17
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	4.72
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	15.85
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	447.28
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	25.28
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	34.09
PARTS AUTHORITY METR	MOP 75943 AUTO SUPPLIES FY26-PW/EQM	377018	2/5/2026	20.41
PERRY FORD-NATIONAL	FIRE TRUCK REPAIRS VEH #086 FY26-PW/EQM	377019	2/5/2026	4,099.08
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	377020	2/5/2026	25.82
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	377020	2/5/2026	26.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	377020	2/5/2026	66.79
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY26-PW/FAC	377020	2/5/2026	326.99
RJ NOBLE COMPANY	CIP 23-15 PAVEMENT REHABILITATION PROJECT	377021	2/5/2026	52,677.50
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26-PW/FAC	377022	2/5/2026	6,144.11
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26-PW/FAC	377022	2/5/2026	1,037.96
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26-PW/FAC	377022	2/5/2026	896.61
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26-PW/FAC	377022	2/5/2026	6,134.17
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26-PW/FAC	377022	2/5/2026	432.00
SAN DIEGO MECHANICAL	HVAC MAINTENANCE FY26-PW/FAC	377022	2/5/2026	6,077.00
SO CAL TRUCK STOP	MOP 45758 PROPANE FY26-PW/EQM	377024	2/5/2026	4.23
SPEEDPRO IMAGING	VEHICLE DECALS FY26-PW/EQM	377025	2/5/2026	161.63
SWRCB	ANNUAL PERMIT FEE FOR CITY OF NC	377026	2/5/2026	27,293.00
THE ECOHEROSHOW LLC	BEVERAGE CONTAINER RECYCLING EDUCATION	377027	2/5/2026	2,983.00
THE SAN DIEGO UNION	CIP 25-06 ADVERTISING LEGAL NOTICE	377028	2/5/2026	480.31
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26-PW/FAC	377031	2/5/2026	4,506.40

WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26-PW/FAC	377031	2/5/2026	2,375.60
WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES FY26-PW/FAC	377031	2/5/2026	2,431.54
GEOSYNTEC CONSULTANT	PROPOSAL FOR 6-INCH SEWER LINE REPAIR	377039	2/5/2026	4,480.00
GEOSYNTEC CONSULTANT	ENCAMPMENTS CLEAN UP – PLAZA EUCLID DE-VEGE	377039	2/5/2026	12,350.00
GEOSYNTEC CONSULTANT	DUCK POND ENVIRONMENTAL MONITORING	377039	2/5/2026	732.50
THE PAPE' GROUP, INC	2025 GEM E6- THIRD FRAN NEV PURCHASE	377057	2/5/2026	34,163.39
THE PAPE' GROUP, INC	2025 GEM E6- THIRD FRAN NEV PURCHASE	377057	2/5/2026	11,407.88
			Total for Eng/PW	**288,115.83**

Finance

CORNEJO, JAVIER	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376985	2/3/2026	400.00
DEPASCALE, AARON	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376986	2/3/2026	460.00
DONG, DAMON	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376987	2/3/2026	640.00
IBARRA, JOE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376988	2/3/2026	780.00
MARMOLEJO, MARIA G	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376989	2/3/2026	680.00
MCCABE, TOM	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376990	2/3/2026	280.00
MEEKS, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376991	2/3/2026	460.00
PIERSON, DARREN P	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376992	2/3/2026	460.00
RAY, STEVEN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	376993	2/3/2026	190.00
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 10/01/25 - 10/31/2	376998	2/5/2026	11.60
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 10/01/25 - 10/31/2	376998	2/5/2026	11.60
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 10/01/25 - 10/31/2	376998	2/5/2026	38.82
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 10/01/25 - 10/31/2	376998	2/5/2026	10.48
CITY OF NATIONAL CIT	PETTY CASH REPLENISHMENT FOR 10/01/25 - 10/31/2	376998	2/5/2026	22.00
C A P F	FEBRUARY 2026 - FIRE LTD	377033	2/5/2026	1,268.50
CALIFORNIA LAW ENFOR	FEBRUARY 2026 - PD LTD	377037	2/5/2026	2,624.00
CALIFORNIA SOCIETY	MEMBERSHIP RENEWAL: NGUYEN /OCANA /VALADEZ	377038	2/5/2026	370.00
HDL COREN & CONE	CONTRACT SERVICES PROPERTY TAX: JAN - MARCH	377040	2/5/2026	3,594.45
HINDERLITER DE LLAMA	AUDIT SERVICES - TRANSACTION TAX - Q2/2025	377041	2/5/2026	21.38
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	42.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	84.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	13.00
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50

OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
OPTUM	HSA BANKING FEES GRP. HB1966 / DEC 2025	377046	2/5/2026	3.25
OPTUM	HSA BANKING FEES GRP. HB1966 / OCT - NOV 2025	377046	2/5/2026	6.50
SOLANA CENTER	SB 1383 COMPLIANCE SUPPORT SVCS. 10/1/25-12/31/	377052	2/5/2026	2,400.00
SOLANA CENTER	RSWA - REIMBURSEMENTS TO WSS FOR RSWA 12/3	377053	2/5/2026	17.25
THE BANK OF NEW YORK	CUSTODIAN FEE – PERIOD 07/01/24 TO 09/30/24	377056	2/5/2026	1,875.00
THE BANK OF NEW YORK	CUSTODIAN FEE – PERIOD 01/01/25 TO 03/31/25	377056	2/5/2026	1,875.00
THE BANK OF NEW YORK	CUSTODIAN FEE – PERIOD 04/01/25 TO 06/30/25	377056	2/5/2026	1,875.00
THE BANK OF NEW YORK	CUSTODIAN FEE – PERIOD 07/01/25 TO 09/30/25	377056	2/5/2026	1,875.00
THE BANK OF NEW YORK	CUSTODIAN FEE – PERIOD 10/01/25 TO 12/31/25	377056	2/5/2026	1,875.00
			Total for Finance	**24,349.08**
Fire				
CINTAS CORPORATION	SM SHOP TWL RED	376997	2/5/2026	35.00
ALLSTAR FIRE EQUIPME	TURNOUT ALTERNATIVE PANTS FF PERSONNEL	377032	2/5/2026	22,624.35
J HARRIS INDUSTRIAL	SERVICES FOR EQUIPMENT TO WASH APPARATUS	377043	2/5/2026	48.00
KELLEY, DILLON	REIMBRSMT EMT-P EXPENSES, PARAMEDIC LIC REC	377044	2/5/2026	250.00
SPARTAN INVESTMENT	T3 TOMAHAWK 2 PLATE CARRIER	377054	2/5/2026	1,174.50
			Total for Fire	**24,131.85**
HR				
BECERRIL, OSCAR	LICENSE REIMBURSEMENT	376996	2/5/2026	95.00
CONCENTRA MEDICAL CE	PRE-EMPLOYMENT PHYSICAL - XRAYS	376999	2/5/2026	58.00
GALLEGOS, DAVID	LICENSE REIMBURSEMENT	377006	2/5/2026	95.00
VELARDE SALES, ROGEL	LICENSE REIMBURSEMENT	377029	2/5/2026	95.00
			Total for HR	**343.00**
IT				
COX COMMUNICATIONS	COX BUSINESS DATA/VIDEO FY26	377002	2/5/2026	174.00
DELL MARKETING L P	LAPTOP SLEEVES	377003	2/5/2026	844.23
DELL MARKETING L P	REPLACEMENT LAPTOPS DELL 5550	377003	2/5/2026	48,625.46
VERIZON WIRELESS	VERIZON WIRELESS DATA/PHONES FY26	377030	2/5/2026	476.68
			Total for IT	**50,120.37**
Nutrition				
CINTAS CORPORATION	LAUNDRY AND CONSUMABLES AS NEEDED FOR FY2	376997	2/5/2026	302.74
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	377023	2/5/2026	1,962.64
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	377023	2/5/2026	55.56
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	377023	2/5/2026	90.22
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	377023	2/5/2026	1,571.80
SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	377023	2/5/2026	2,197.48

SHAMROCK FOODS COMPA	FOOD AND CONSUMABLES AS NEEDED FY 26	377023	2/5/2026	1,883.10
CALENICO SAGUIN	PROMOTIONAL TEAM BUILDING APPAREL	377035	2/5/2026	499.16
			Total for Nutrition	**8,562.70**
Police				
CALIFORNIA ASSOCIATI	TUITION: CATO CONFERENCE KSPRINGER, VFERNAN	377036	2/5/2026	1,250.00
IBARRA, MARK	REIM: MIBARRA FIELD TRAINING OFFICER	377042	2/5/2026	1,877.19
NATIONAL GRANTS MANA	MEMBERSHIP RENEWAL-INDIVIDUAL (THROUGH 033	377045	2/5/2026	174.00
PC SPECIALISTS INC	MISC MIS EQUIPMENT / PD / C. KNIGHT	377047	2/5/2026	29.97
QUIROGA, RAZIEL	REIM: RQUIROGA - FIELD TRAINING PROGRAM SAC	377048	2/5/2026	301.00
SAN DIEGO MIRAMAR CO	TUITION:REGIONAL OFFICER TRAINING - PHILLIPS, S	377049	2/5/2026	46.00
SAN DIEGO MIRAMAR CO	TUITION: 141TH POST CERTIFIED REGIONAL ACADEM	377049	2/5/2026	1,104.00
SAN DIEGO MIRAMAR CO	TUITION: REGIONAL OFFICER TRAINING - IZAGUIRRE	377049	2/5/2026	23.00
SAN DIEGO MIRAMAR CO	TUITION:REGIONAL OFFICER TRAINING - MARTINEZ, I	377049	2/5/2026	46.00
SAN DIEGO MIRAMAR CO	TUITION: REGIONAL OFFICER TRAINING - WADSWOR	377049	2/5/2026	23.00
SAN DIEGO MIRAMAR CO	TUITION: REGIONAL OFFICER TRAINING - WILLIAMS, I	377050	2/5/2026	46.00
SHRED-IT	SHREDDING SERVICES FOR PD FY 2026 / 12182025	377051	2/5/2026	189.07
SUREFIRE, LLC	REPLACEMENT SHIM KITS	377055	2/5/2026	131.80
			Total for Police	**5,241.03**
			A/P PAYMENTS Total	**402,898.11**

EFT PAYMENTS

City Atty				
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE MATTER 613 A AVE	1001778	1/30/2026	1,422.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE MATTER 220 14TH STRE	1001778	1/30/2026	1,523.24
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE MATTER1516 E. 8TH STI	1001778	1/30/2026	1,888.00
			Total for City Atty	**4,833.74**
Comm Svcs				
AMAZON CAPITAL SERVI	CAMACHO PROGRAMMING SUPPLIES/CSD	1001776	1/30/2026	63.98
AMAZON CAPITAL SERVI	FAB PROGRAMMING SUPPLIES/CSD	1001776	1/30/2026	140.99
AMAZON CAPITAL SERVI	FAB PROGRAMMING SUPPLIES/CSD	1001776	1/30/2026	32.56
			Total for Comm Svcs	**237.53**
Eng/PW				
BOOT WORLD	MOP 64096 WORK BOOTS FOR R.PRATHER FY26-PW/	1001777	1/30/2026	186.15
D-MAX ENGINEERING IN	ENV SVCS -PARADISE CREEK RESTORATION IN KIMB	1001780	1/30/2026	1,194.55
D-MAX ENGINEERING IN	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENTS	1001780	1/30/2026	148.76
D-MAX ENGINEERING IN	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEMENTS	1001780	1/30/2026	179.73
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FAC	1001787	1/30/2026	164.63
INNOVATIVE CONSTRUCT	CIP 23-15 PAVEMENT REHABILITATION PROJECT	1001788	1/30/2026	12,726.00
NATIONAL CITY TROPHY	MOP 66556 PLASTIC DOOR/WALL NAME PLATE FY26-	1001790	1/30/2026	95.05
NERI LANDSCAPE ARCHI	LAS PALMAS PARK IMPROVEMENTS	1001791	1/30/2026	2,555.80
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY26-PW/ENG	1001793	1/30/2026	110.67
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY26-PW/ENG	1001793	1/30/2026	13.69
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES FY26-PW/ENG	1001793	1/30/2026	602.54

T'S & SIGNS INC	RAIN GEAR FOR PARKS FY26-PW/PARKS	1001795	1/30/2026	456.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	46.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	48.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	48.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	48.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	52.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	52.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	52.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	72.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	72.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	79.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	93.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	105.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	105.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	112.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	114.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	115.00
THE LLOYD PEST CONTR	CITY-WIDE PEST CONTROL FY26-PW/FAC	1001796	1/30/2026	132.00
WETMORES	MOP 80333 AUTO SUPPLIES FY26-PW/EQM	1001798	1/30/2026	293.53
			Total for Eng/PW	**20,072.10**

Finance

DELTA DENTAL INSURAN	FEBRUARY 2026 GRP. #05-7029600000 PMI DENTAL IN	1001782	1/30/2026	1,946.52
DELTA DENTAL OF CALI	FEB. 2026 GRP. #05-0908601002 COBRA PREMIER DEI	1001783	1/30/2026	89.49
DELTA DENTAL OF CALI	FEB. 2026 GRP. #05-908600000 DENTAL INS PREMIER	1001783	1/30/2026	18,043.26
KAISER FOUNDATION HE	GRP #104220 CID: 3991520200 CITY OF NATIONAL CIT	1001789	1/30/2026	254,743.99
KAISER FOUNDATION HE	GRP #104220 CID: 3991520200 CITY OF NATIONAL CIT	1001789	1/30/2026	42,630.81
AGUIRRE, OSCAR	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001800	2/3/2026	560.00
BALLARDO, DAMIAN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001801	2/3/2026	520.00
BAVENCOFF JR, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001802	2/3/2026	500.00
BEARD, PATRICIA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001803	2/3/2026	70.00
BEVERIDGE, MARK	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001804	2/3/2026	640.00
BOEGLER, CRAIG	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001805	2/3/2026	260.00
BULL, PARRIS	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001806	2/3/2026	580.00
CAMEON, CHRISTOPHER	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001807	2/3/2026	400.00
CANEDO, RAMON	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001808	2/3/2026	620.00
CASTELLANOS, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001809	2/3/2026	500.00
CESNAUSKAS, STEVEN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001810	2/3/2026	400.00
CHELIUS, ANGELA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001811	2/3/2026	460.00
COLLINSON, CURTIS	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001812	2/3/2026	420.00
CONDON, DONALD	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001813	2/3/2026	280.00
CORDERO, ESTELA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001814	2/3/2026	520.00
COVARRUBIAS, ARACELI	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001815	2/3/2026	520.00

DALLA, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001816	2/3/2026	900.00
DANESHFAR, ZIA-E-DIN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001817	2/3/2026	250.00
DEESE, LESLIE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001818	2/3/2026	660.00
DESROCHERS, PAUL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001819	2/3/2026	110.00
DIAZ, MIGUEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001820	2/3/2026	680.00
DREDGE, JAMES	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001821	2/3/2026	250.00
DUONG, MINH	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001822	2/3/2026	280.00
EISER III, GEORGE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001823	2/3/2026	250.00
ESPIRITU, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001824	2/3/2026	620.00
ETZLER, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001825	2/3/2026	460.00
FABINSKI, DANIEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001826	2/3/2026	220.00
FELIX, YOLANDA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001827	2/3/2026	400.00
FIFIELD, KEITH	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001828	2/3/2026	540.00
FLORES, RICHARD M	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001829	2/3/2026	600.00
FLORES-HERNANDEZ, LY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001830	2/3/2026	20.00
GAUT, ANTHONY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001831	2/3/2026	700.00
GONZALES, MANUEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001832	2/3/2026	480.00
GONZALEZ, BEATRICE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001833	2/3/2026	680.00
GONZALEZ, WILLIAM	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001834	2/3/2026	660.00
HADLEY, BRIAN C	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001835	2/3/2026	20.00
HARLAN, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001836	2/3/2026	500.00
HERNANDEZ, JUDITH	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001837	2/3/2026	680.00
HERNANDEZ, RICK	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001838	2/3/2026	400.00
HERNANDEZ, ROBERT	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001839	2/3/2026	500.00
HODGES, BRENDA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001840	2/3/2026	200.00
JASMUND, DONALD	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001841	2/3/2026	680.00
JONES, ANGIL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001842	2/3/2026	60.00
JONES, DEREK	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001843	2/3/2026	480.00
JUNIEL, RODERICK	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001844	2/3/2026	50.00
KIMBLE, RANDY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001845	2/3/2026	300.00
KLOS, FRANK	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001846	2/3/2026	480.00
LAFRENIERE, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001847	2/3/2026	660.00
LIMFUECO, MARIA TERE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001848	2/3/2026	160.00
MATIENZO, MARIA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001849	2/3/2026	100.00
MCDANIEL, PATRICK	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001850	2/3/2026	290.00
MUNOZ, LILIA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001851	2/3/2026	640.00
NAGLE, DANIEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001852	2/3/2026	460.00
NISSLEY JR, CHARLES	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001853	2/3/2026	500.00
NOTEWARE, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001854	2/3/2026	120.00
OLIVERIA, HERMINIO	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001855	2/3/2026	360.00
PARRA, FRANCISCO	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001856	2/3/2026	400.00
PAUU JR, PENU	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001857	2/3/2026	340.00

PE, RAY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001858	2/3/2026	300.00
PEASE JR, DAVID	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001859	2/3/2026	140.00
POST, ROGER	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001860	2/3/2026	280.00
REDIKOP, BRIAN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001861	2/3/2026	400.00
RIOS, RAMONA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001862	2/3/2026	240.00
RODRIGUEZ, MANUEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001863	2/3/2026	260.00
ROUSTON, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001864	2/3/2026	660.00
RUIZ, JAMES	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001865	2/3/2026	310.00
SAINZ, JOSE LUIS	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001866	2/3/2026	300.00
SERVATIUS, JEFFREY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001867	2/3/2026	340.00
SEWARD, GREGORY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001868	2/3/2026	520.00
SHEPHARD, STEVE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001869	2/3/2026	440.00
SHOEMAKER, MICHAEL	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001870	2/3/2026	480.00
SILVA, LARRY	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001871	2/3/2026	580.00
SMITH, JOE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001872	2/3/2026	320.00
SMITH, MATTHEW	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001873	2/3/2026	560.00
STANICH, COLLEEN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001874	2/3/2026	400.00
TELLEZ, JOSE	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001875	2/3/2026	700.00
TIPTON, BARBARA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001876	2/3/2026	250.00
VILLAGOMEZ, JULIAN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001877	2/3/2026	480.00
VILLARIASA, STEVEN	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001878	2/3/2026	480.00
WILKINS, THOMAS	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001879	2/3/2026	520.00
WRIGHT, MARIA ELENA	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001880	2/3/2026	700.00
YBARRA, ALFREDO	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001881	2/3/2026	220.00
YBARRA, ANTONIO	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001882	2/3/2026	540.00
YOUNG, GRAHAM	RETIREE HEALTH BENEFITS - FEBRUARY 2026	1001883	2/3/2026	560.00
			Total for Finance	**352,824.07**

Fire

ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	767.15
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	192.86
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	352.91
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	114.20
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	242.44
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	36.61
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	134.63
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	922.01
ACE UNIFORMS & ACCES	UNIFORMS, JACKETS, PATCHES, SEWING AND ACCE	1001774	1/30/2026	957.75
FIRE ETC	SAFETY BOOTS FOR STATION, STRUCTURE AND WIL	1001784	1/30/2026	358.85
STAPLES BUSINESS ADV	MOP#45704, KEURIG DESCALIUNG AND WATER FILEI	1001793	1/30/2026	39.67
			Total for Fire	**4,119.08**

IT

COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM (RCS) FY26	1001779	1/30/2026	8,662.00

GRANICUS	SWAGIT WEBCASTING FY26	1001786	1/30/2026	2,353.10
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	1,480.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	131,430.60
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	3,700.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	1,480.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	740.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	495.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	740.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	2,960.00
TYLER TECHNOLOGIES I	MUNIS ERP PROJECT 2026	1001797	1/30/2026	740.00
WILLY'S ELECTRONIC S	WILLY'S ELECTRONIC ACCESSORIES FY26	1001799	1/30/2026	36.20
WILLY'S ELECTRONIC S	WILLY'S ELECTRONICS ACCESSORIES FY26	1001799	1/30/2026	78.87
			Total for IT	**154,895.77**

Library

AMAZON CAPITAL SERVI	COMPUTER EQUIPMENT	1001776	1/30/2026	280.59
STAPLES BUSINESS ADV	MOP 45704- STAPLES, CLEANING SUPPLIES	1001793	1/30/2026	620.22
			Total for Library	**900.81**

Neigh Svcs

GRAINGER	MOP 65179 PAINT SUPPLIES	1001785	1/30/2026	111.23
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES PARKING	1001793	1/30/2026	134.70
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES PARKING	1001793	1/30/2026	55.10
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES PARKING	1001793	1/30/2026	48.38
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	1001793	1/30/2026	12.19
STAPLES BUSINESS ADV	MOP 45704 OFFICE SUPPLIES	1001793	1/30/2026	28.67
			Total for Neigh Svcs	**390.27**

Nutrition

ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	1001775	1/30/2026	1,529.78
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	1001775	1/30/2026	551.20
ALDEMCO	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	1001775	1/30/2026	1,275.72
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	1001794	1/30/2026	393.32
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	1001794	1/30/2026	43.20
SYSCO SAN DIEGO INC	FOOD/CONSUMABLES AS NEEDED FOR NUTRITION C	1001794	1/30/2026	171.73
			Total for Nutrition	**3,964.95**

Police

ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FY 2026/ LT. I	1001774	1/30/2026	127.13
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FY 2026 J. VA	1001774	1/30/2026	24.77
SAN DIEGO POLICE EQU	AMMO LEAD FREE AND/OR REDUCED LEAD	1001792	1/30/2026	2,643.76
STAPLES BUSINESS ADV	MOP #45704 / OFFICE SUPPLIES / 2ND FLR COMMUNI	1001793	1/30/2026	284.81
STAPLES BUSINESS ADV	MOP #45704 / WHITBD GRY 5X3 / MATT C	1001793	1/30/2026	265.39
STAPLES BUSINESS ADV	MOP #45704 / LINER REPRO 38X58 1.3ML BLK1C / ARC	1001793	1/30/2026	93.39
			Total for Police	**3,439.25**

Risk

DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/GARCIA	1001781	1/30/2026	475.50
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/UMANA	1001781	1/30/2026	137.50
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/CORTEZ	1001781	1/30/2026	550.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/NUNEZ	1001781	1/30/2026	750.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/NETHERS	1001781	1/30/2026	2,292.50
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/ABBOTT	1001781	1/30/2026	2,523.54
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/AMARO	1001781	1/30/2026	2,958.45
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/GOGUEIII	1001781	1/30/2026	3,770.75
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/PORTILLO	1001781	1/30/2026	4,504.46
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/ESTRADA	1001781	1/30/2026	4,550.00
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/VARGAS	1001781	1/30/2026	4,861.28
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/ALEGRE	1001781	1/30/2026	10,631.90
DEAN GAZZO ROISTACHE	LEGAL SERVICES TO BE PROVIDED/DARWISH	1001781	1/30/2026	13,021.62
			Total for Risk	**51,027.50**
			EFT PAYMENTS Total	**596,705.07**

WIRED PAYMENTS

Finance

PUBLIC EMP RETIREMEN	SERVICE PERIOD 01/06/2026 - 01/19/2026	260290132	1/30/2026	428,183.58
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	259.00
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	18.34
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	5,535.10
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	105.68
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	10.38
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	1,745.10
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	5.07
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	111.24
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	59.67
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	(0.58)
CALIFORNIA DEPARTMEN	SALES TAX LIABILITY FOR THE PERIOD OCT-DEC 202	260350196	2/5/2026	850.31
			Total for Finance	**436,882.89**

HR

EDD	EDD INSURANCE REIMBURSABLE BENEFIT CHARGES	260350195	2/5/2026	9,930.00
			Total for HR	**9,930.00**
			WIRED PAYMENTS Total	**446,812.89**

Section 8

HAPS	HAP PAYMENTS FOR FEBRUARY	X0278D25	2/1/2026	**1,479,467.13**

GRAND TOTAL **2,925,883.20**

AGENDA REPORT

Department: **Community Development**
Prepared by: **David McEachern, Community Development Specialist III**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Public Hearing No. 1 of 2 for the 2026-2027 HUD CDBG and HOME Annual Action Plan.

RECOMMENDATION:
Conduct the Public Hearing and Receive Public Comments on the Upcoming FY2026-2027 HUD Annual Action Plan

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

OVERVIEW: The U.S. Department of Housing and Urban Development ("HUD") provides annual grants on a formula basis to entitlement cities and counties, including the City of National City for its Community Planning and Development Programs ("CPD"). The City of National City ("City") receives Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program funds on an annual basis. The primary statutory objectives of the CDBG Program are to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. The intent of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing.

The 2025-2029 Consolidated Plan is the framework for the HUD CDBG and HOME entitlement programs. The Consolidated Plan assesses community needs and outlines the City's community planning and development priorities over five years. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. An overview of the Consolidated Plan's goals and priorities is attached to this staff report (Exhibit "B"). In addition, the entire Consolidated Plan and program information can be found at www.nationalcityca.gov/cdbg-home.

FUNDING AVAILABILITY: For fiscal year (FY) 2026-2027, HUD program year 2025, the City estimates receiving approximately $700,000 in CDBG entitlement funds. Of that amount, 20% of the CDBG allocation is reserved for administration and mandatory fair housing requirements.

The City estimates receiving $325,000 in HOME entitlement funds for FY 2026-2027. Of that amount, 10% of the HOME allocation is reserved for administration.

In addition, $385,845.18 in CDBG funds from prior years will be reallocated to CDBG activities in FY2026-2027 and an amount to be determined for HOME program income will be allocated to HOME activities in FY 2026-2027.

NOTICE OF FUNDING: Interested parties were notified of the 2026-2027 Action Plan development process through a Notice of Funding Availability ("NOFA") made available on January 29, 2026. The NOFA was sent via email and posted on the Housing Authority website per the HUD-approved Citizen and Community Participation Plan ("CCPP").

FUNDING RECOMMENDATIONS: Funding recommendations will be proposed at the 2nd public hearing scheduled for May 5, 2026.

ANNUAL ACTION PLAN APPROVAL: A second Public Hearing will be conducted on May 5, 2026, to review public comments received during a 30-day public review period (April 3 through May 5, 2026) of the draft 2026-2027 Annual Action Plan. The Public Hearing will also provide interested persons and community groups with an opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 5, 2026, the City Council may adopt the 2026-2027 Action Plan and proposed CDBG and HOME Program funding recommendations.

HUD REVIEW: Upon receipt of the 2026-2027 Action Plan, HUD has 45 days to review and accept it. The Plan specifically details the City's utilization of its CDBG and HOME program funds. HUD acceptance notices will be received in mid to late July.

FINANCIAL STATEMENT:
The City anticipates receiving approximately $700,000 in CDBG and $325,000 in HOME Program funds for FY 2026-2027. In addition, $385,845.18 in CDBG funds will be reallocated from prior years and an amount to be determined in HOME fund program income will be reprogramed to FY 2026-2027.

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. Public notice was also provided on the City's Website and Bulletin Boards and published in the Star-News.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Public Notice
Exhibit B – Consolidated Plan Goals

PUBLIC NOTICE | CITY OF NATIONAL CITY

FIRST PUBLIC HEARING FOR THE DRAFT FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The 2025-2029 Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The Annual Action Plan (Action Plan), 2026-2027, outlines how the City intends to spend an estimated $700,000 in federal Community Development Block Grant (CDBG) and $325,000 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition, $385,845.18 in CDBG funds from prior years will be reallocated to CDBG activities in FY2026-2027, and an amount TBD of HOME fund program income will be allocated to HOME activities in FY 2026-2027.

Notice is hereby given that the City Council of the City of National City will hold the first of a Public Hearing on Tuesday, March 17, 2026, at 6:00 p.m at City Hall located at 1243 National City Boulevard in National City and online www.nationalcityca.gov/webcast. The purpose of the Public Hearing is to provide an opportunity for public comment on funding for CDBG and HOME Program activities as part of the 2026-2027 draft Annual Action Plan. Public participation is an essential part of the development of the Action Plan. Public comment may be submitted prior to the meeting in writing by email at clerk@nationalcityca.gov; please provide the agenda item number or title of the item in the subject line of the email. Email comments received at least 4 hours prior to the City Council Meeting will allow time for distribution to the City Council.

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 5, 2026, to review public comments received during a 30-day public review period (April 3 through May 5, 2026) of the draft 2026-2027 Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Action Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 5, 2026, the City Council will adopt the 2026-2027 Action Plan and proposed CDBG and HOME Program funding recommendations. The Action Plan will then be submitted to HUD for review and acceptance.

Any person with a disability who requires a modification or accommodation in order 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. Hearing-impaired persons, please use the CAL Relay Service Number 711. Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4284.

Martin Reeder, Community Development Director
City of National City
March 6, 2026

AMENDED
CITY OF NATIONAL CITY
NOTICE OF FIRST OF TWO PUBLIC HEARING FOR THE DRAFT FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The 2025-2029 Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The Annual Action Plan (Action Plan), 2026-2027, outlines how the City intends to spend an estimated $700,000 in federal Community Development Block Grant (CDBG) and $325,000 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition, $385,845.18 in CDBG funds from prior years will be reallocated to CDBG activities in FY2026-2027, and an amount TBD of HOME fund program income will be allocated to HOME activities in FY 2026-2027.

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Martin Reeder, Community Development Director
City of National City

Shelley Chapel, MMC, City Clerk
Published in the Star News: Friday, March 6, 2026
Published Amended in the Star News, Friday, March 13

Consolidated Plan Goals

Goal 1: Affordable Housing

- Implementation may include:
  - Rehabilitation of single- and multi-family homes
  - Acquisition of multi-family properties with or without rehabilitation
  - Homeownership assistance to low- to moderate-income households
  - Assistance to developers for the acquisition and re-sale of housing units to low- to moderate-income households; and
  - Promotion of housing options to diverse populations.

Goal 2: Community Facilities and Infrastructure

- Through Capital Improvement Planning the City will provide for new and improved existing community facilities and infrastructure to include but is not limited to parking facilities, parks, recreational facilities, water/sewer improvements, street improvements, sidewalks, fire stations/equipment, clearance and demolition, and flood drainage improvements. The City will periodically assess the need for and when warranted pursue section 108 loans for large-scale public improvement and revitalization projects.

Goal 3: Community and Supportive Services

- Provide low- and moderate-income families with a range of public services necessary to prevent homelessness and ameliorate the effects of poverty. Programming may include rental assistance, crime prevention and awareness, code enforcement, and services for non-homeless special needs populations.

Goal 4: Equal Access to Housing Opportunity

- The City will affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.

Goal 5: Planning and Administration

- Compliance with federal statutes and regulations pertaining to the CDBG and HOME Programs.

AGENDA REPORT

Department: **Planning**
Prepared by: **David Welch, Principal Planner**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Consideration of a Determination Categorically Exempt from (CEQA) Under Class 3 of the CEQA Guidelines Section 15303 and Conditional Use Permit for Beer and Wine Sales at a New Restaurant to be Located at 21 West 7th Street.

RECOMMENDATION:
Adopt the Resolution Entitled: "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 3 of the CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures) and Approving a Conditional Use Permit for Beer and Wine Sales (ABC Type-41) at a New Restaurant to be Located at 21 West 7th Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On February 2, 2026, the Planning Commission adopted a Resolution recommending approval of the Conditional Use Permit with modified conditions by unanimous vote of those present, with one Commissioner absent. A condition of approval related to the provision of security for the proposed use was modified for more clarity and a reduction in the required hours.

EXPLANATION:

Executive Summary
The applicant intends to operate a restaurant in conjunction with a previously-approved outdoor commercial recreation facility and 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 11:00 p.m. daily.

Site Characteristics
The new restaurant is proposed to operate within a new athletic facility comprised of five "padel" tennis courts and one pickleball court. The facility will also include a clubhouse occupying approximately 2,090 square feet of the currently vacant 24,106 square-foot site.

Development Zone 1B (DZ-1B) allows for both residential and commercial use and the surrounding area is a mix of lodging, restaurants, a gas station, retail, a charter school, and small offices. In addition, the west side of the site faces Interstate 5 across Roosevelt Avenue. The

nearest residential units are over 300 feet from the site. However, a building permit has been filed for the construction of one unit on the property to the east.

The property was granted a Conditional Use Permit (CUP) for outdoor recreation (padel center) in September of 2023. The Conditions of Approval continue to be applicable.

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 8:00 a.m. to 11:00 p.m. daily. Proposed hours for alcohol sales are the same as the restaurant. On-site consumption would be permitted in the outdoor seating area between the athletic courts and the clubhouse. No live entertainment is proposed with this permit and the applicant intends to host infrequent tournaments through a separate Temporary Use Permit (TUP) process. The recreation facility is still in the development process and only minor grading has occurred as of the writing of this report.

Analysis

Section 18.30.050 of the Land Use Code (LUC) allows for on-site alcohol sales with an approved 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, five restaurants in 2024 and 2025 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
La Malquerida by Dolce	1524 McKinley Ave.	41	8:00 a.m. – 10:00 p.m. daily
Zhangliang Malatang Spicy Hotpot	1430 E Plaza Blvd. # E20	41	11:00 a.m. – 11:00 p.m. daily

*Type 41 – On-Sale Beer and Wine

The proposed hours for alcohol sales are from 8:00 a.m. to 11:00 p.m. daily, which is similar to these recent approvals. However, in this case patrons will be in an exclusively outdoor setting. The proposed restaurant is located within DZ-1B, which is intended to include both visitor-serving commercial and entertainment uses. 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 483 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 Tuesday, August 19, 2025 at 6:00 p.m. at a nearby 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 (kindergarten through twelfth grade); there are no such public schools within 660 feet of the site.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently 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 and into the City of Chula Vista. Of the 17 outlets, one is a fraternal organization, 10 are located within National City, and six are located in Chula Vista. The nearest existing license location is at the Ramada hotel at 700 National City Boulevard. One additional on-sale alcohol CUP was recently approved in the tract.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 17 points, which places it in the Medium Risk category (Medium Risk is considered 13 to 18 points). The applicant revised their request since PD reviewed the application, but it would still be considered Medium Risk (14 points). The Risk Assessment is included as Attachment 6. PD also raised concerns related to the high crime rate in the area, no known plans for monitored parking or the incorporation of Crime Prevention Through Environmental Design (CPTED), and the concentration of alcohol-related businesses.

Staff recommended conditions of approval to alleviate some of the concerns related to the high crime rate in the surrounding area. These include the presence of a security guard on-site that is available to escort patrons to their parked vehicles during evening hours and additional security cameras that can monitor adjacent sidewalks. The previous CUP approved for the property also limited the height of opaque walls or fencing to four feet along street frontage to create additional visibility between the facility and the adjacent streets.

Institute for Public Strategies

Comments were received from IPS with the following considerations:

1. To prevent injuries, the Responsible Hospitality Coalition of San Diego County recommends refraining from selling alcohol to patrons who have yet to complete any padel or pickleball games they intend to engage in.
2. Require that servers/management check for valid identification for patrons appearing under the age of thirty (30), rather than twenty-one (21), when patrons order alcohol, due to the community, civic, and private events expected to take place throughout the facility.
3. Require that food service is always available during the hours that alcohol is sold.
4. Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area.

Conditions of approval have been included in the draft resolution discouraging the sale of alcohol to patrons who still plan to participate in games at the facility, age verification checks, and a requirement that alcohol will only be offered with the purchase of food. Any further guidelines or policies related to the approval of alcohol licenses should be reviewed by the City Council in conjunction with the approved Policy 707.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales are allowable within Development Zone 1B of the Downtown Specific Plan, 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 proposed 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 Development Zone 1B land use designation on the Downtown Specific Plan.

3. Compatibility, LUC, and Traffic: The intensity of development was analyzed for Development Zone 1B at the time the Downtown Specific Plan was approved. The site is being developed below the prescribed density in the specific plan and will be occupied by a small 2,090 square-foot clubhouse from which the restaurant will operate. 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 use 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 3, Section 15303 (New Construction or Conversion of Small Structures) 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 for a new restaurant to be operated out of a proposed 2,090 square foot commercial structure and the use is similar to other commercial uses in the area, which are permitted in Development Zone 1B.

6. Public Convenience and Necessity: The restaurant, a permitted use in Development Zone 1B, 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 sixteen restaurants or bars 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

Based on the comments provided by IPS and PD, additional conditions were added to address security concerns and protect patrons from unsafe play. The applicant's proposed hours of operation are also included in the attached resolution.

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 Development Zone 1B, which is intended for a variety of uses including visitor-serving commercial and entertainment. A restaurant use serving alcohol will contribute to the viability of the district. Beer and wine will only be available with the sale of food and draft conditions are intended to reduce the potential for any impacts on the surrounding area. Additional conditions related to safety and security address comments by the PD and IPS.

Options

1. Find the project exempt from CEQA under Class 3 of the CEQA Guidelines Section 15303 or other exemption and approve 2025-27 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 City Council; or,

2. Find the project not exempt from CEQA and/or deny 2025-27 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. New Construction or Conversion of Small Structures. CCR 15303(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 – PC Resolution
Exhibit B – PC PowerPoint slides
Exhibit C – Overhead
Exhibit D – Applicant's Plans
Exhibit E – Public Hearing Notice
Exhibit F – Census Tract and Police Beat Maps
Exhibit G – Police Department Risk Assessment
Exhibit H – IPS Comments
Exhibit I – Community Meeting Information
Exhibit J – Draft Council Resolution

RESOLUTION NO. 2026-01

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 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.
CASE FILE NO. 2025-27 CUP
APN: 555-052-15

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at a new restaurant to be located at 21 West 7th Street. At a duly advertised public hearing held on February 2, 2026, 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. 2025-27 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 February 2, 2026, 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 Development Zone 1B, 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 Development Zone 1B land use designation contained in the Downtown Specific 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 the site is developed below the prescribed density in the specific plan and will be occupied by a small 2,090 square-foot clubhouse from which the restaurant will operate. The intensity of development was previously analyzed for Development Zone 1B at the time the Downtown Specific Plan was approved. The proposed alcohol sales would be incidental to the primary use of food sales.

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 only a small building is proposed for the use, which is below the prescribed intensity of uses for Development Zone 1B. 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. No live entertainment is proposed on site.

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 3, Section 15303 (New Construction or Conversion of Small Structures) 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 for a new restaurant to be operated out of a proposed 2,090 square foot commercial structure and the use is similar to other commercial uses in the area, which are permitted in Development Zone 1B.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in Development Zone 1B, 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.

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 to be located at 21 West 7th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-27 CUP, dated 11/11/2025.
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 8:00 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. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.

17. The operator shall provide a security guard on-site between the hours of 5 p.m. to 11 p.m. daily. The security guard shall be available to both patrol the site and, at the request of patrons, provide complimentary escorts to vehicles parked within a one block radius of the facility.

18. The operator shall maintain and operate on-site security cameras with the capability to monitor both on site activities and adjacent sidewalks on Roosevelt Avenue and West 7th Street. The presence of cameras shall be made known to passersby by the installation of visible signage.

19. The restaurant shall display language in plain sight that requests patrons to refrain from consuming alcohol prior to engaging in sports activities to reduce the risk of injuries or accidents.

20. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

21. 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. The City Council may, at that meeting, review or appeal the decision of the Planning Commission by setting the matter for a public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 2, 2026, by the following vote:

AYES: Valenzuela, Quinones, Castle-Salgado, Miller, Gogue, Armenta..

NAYS: None.

ABSENT: Sanchez.

ABSTAIN: None.

[redacted]

CHAIRPERSON



Public Hearing

CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET

2025-27 CUP

EXHIBIT B

Overhead



Site Characteristics

- Previously-approved padel center (Padel Life, LLC)
  - Site has not started construction
  - Plans to operate restaurant out of future 2,090 sq. ft. clubhouse
  - Seating will be outdoors, including a covered area
  - Approved hours of operation from 7:00 a.m. to 10:00 p.m. daily
  - Facility to have five padel tennis courts and one pickleball court
- Located on northeast corner of West 7th Street and Roosevelt Avenue
- Area is primarily commercial
  - Interstate 5 is across Roosevelt Avenue
  - Building permit was filed for a residential unit on the property to the east.

W. 21st Street View



Corner and Roosevelt Ave. Views

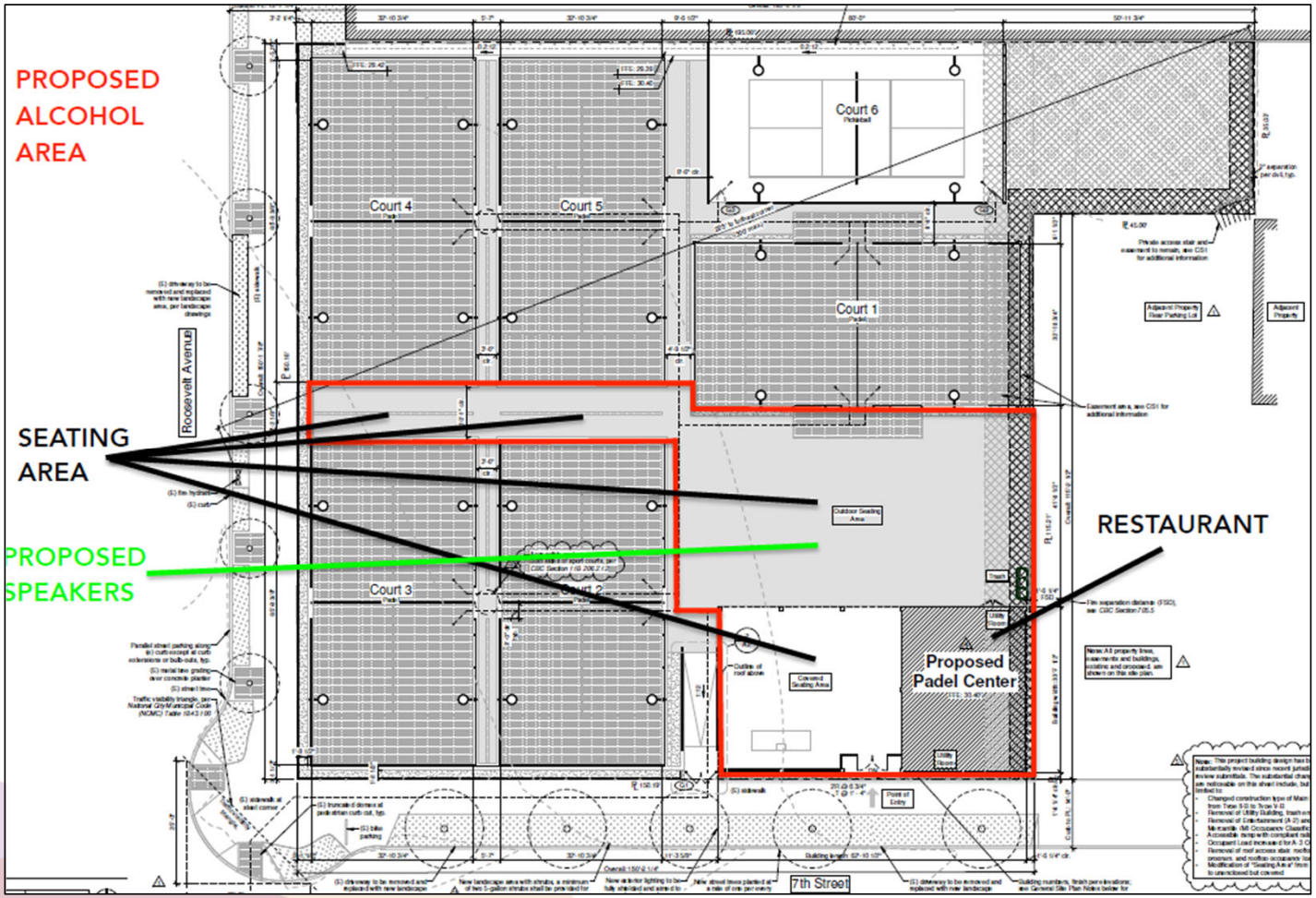




Proposal

- The applicant is proposing beer and wine sales (ABC Type-41) at a new restaurant
- Proposed hours for the restaurant and alcohol sales are from 8:00 a.m. to 11:00 p.m. daily
  - Would allow for guests to stay after finishing last games
- Location would be outdoor seating areas between courts and clubhouse
- No live entertainment; applicant intends to use Temporary Use Permit process for future tournaments
- Facility has not started construction. ABC allows for license approval in advance.

Site Plan


PROPOSED
ALCOHOL
AREA
SEATING
AREA
PROPOSED
SPEAKERS
RESTAURANT
Proposed
Padel Center
Court 1
Court 2
Court 3
Court 4
Court 5
Court 6
Roosevelt Avenue
7th Street

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption with approved CUP in DZ-1B
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (483)
  - Community meeting – Held August 19, 2025 – No attendees
- Census Tract 219– 17 on-sale license where three are recommended
  - Considered overconcentrated
  - 1 fraternal organization, 10 located in National City, 6 located in Chula Vista
  - Nearest license located at the Ramada at 700 National City Boulevard
- Distance requirements – Not located within 660 feet of a public school
  - Existing Charter School
- Adhere to City Council Policy 707
  - Standard conditions – unless waived by City Council

Staff Analysis – Hours of Operation

- Proposed Hours
  - New restaurant and alcohol
    - 8:00 a.m. to 11:00 p.m. daily
  - Approved padel center
    - 7:00 a.m. to 10:00 p.m. daily

Staff Analysis – Hours of Operation

- Recent Approvals

Business	Alcohol Hours	License Type
La Malcriada Birrieria	8am-10pm inside 8am-9pm outside	41
Mariscos La Capital	8am-11:30pm daily	41
Tacos El Franc	10am-11pm daily	41
La Malquerida by Dolce	8am-10pm daily	41
Zhangliang Malatang Spicy Hotpot	11am-11pm daily	41

Staff Analysis

- Staff recommends finding that the project is exempt from CEQA – Class 3, New Construction or Conversion of Small Structures (proposed structure meets size criteria)
- Consumption is entirely outdoors
- Restaurant is located within DZ-1B
  - Intended to include both visitor-serving commercial and entertainment uses

Comments:

Police Department (PD)

- Risk Assessment – 17 points (14 after revisions)
  - Medium Risk – 13 to 18 points
  - Revised request (no live entertainment, modified hours)
  - Assigns points based on type of business, license concentration, calls for service, etc.
  - Significant concerns over “extremely high crime rate”.
  - Site does not have parking.

Institute for Public Strategies (IPS)

- Responsible Hospitality Coalition of San Diego County recommends refraining from selling alcohol to patrons who have yet to complete their athletic activities to prevent injuries
- RBSS Training
- Age verification checks
- Food service
- Policy on license concentration

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
  - Noise – adherence to Title 12
  - Security – provide a security guard on-site with capability to escort patrons to their parked vehicles; security cameras
  - Safety – display language discouraging the consumption of alcohol prior to engagement in sports activities

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption is a conditionally-allowed uses in DZ-1B of Downtown Specific Plan
  - Alcohol sales would be accessory to the business in a primarily commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to noise, security, and safety

2025-27 CUP – 21 W. 7th Street – Overhead



N

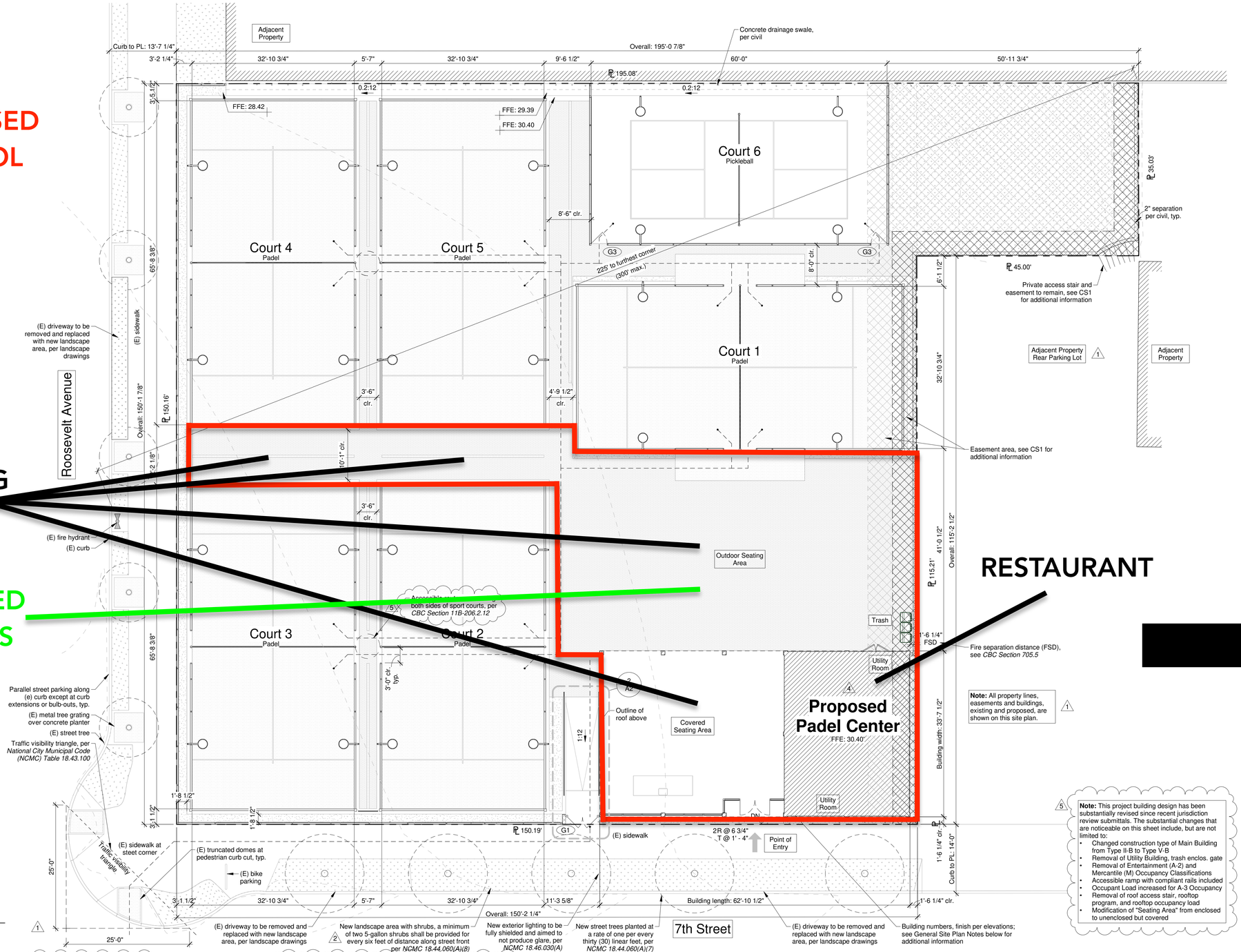
EXHIBIT C

EXHIBIT A
CASE FILE NO.: 2025-27 CUP
DATE: 11/11/2025

PROPOSED ALCOHOL AREA

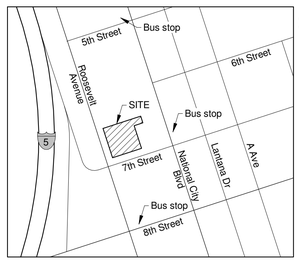
SEATING AREA

PROPOSED SPEAKERS



1 Site Plan
5
1" = 10'-0"

Transit Map: 1



Parking Count: 1

Vehicular Parking:

Required Parking Spaces:	0 total
Provided Parking Spaces:	0 total

Notes:
1. See the Site Plan above for existing parking locations for both vehicular and bike parking designations.

Impervious Surface Area: 5

No.	Name	Dimensions	Area
Impervious			
BLDG	Main Building	See dimensions per plans	2090 SF
CRT	Courts - Padel Wall	13" W all around Padel Courts	996 SF
CRT	Courts - Pickleball	Min. court size 44'-0" x 20-0"	3600 SF
EXT	Other Impervious	See dimensions per plans	753 SF
			7439 SF
Pervious			
CRT	Courts - Padel	Approx. 65'-7" x 32'-9" (20m x 10m)	11148 SF
EXT	Pervious (Graded)	See dimensions per plans	1850 SF
EXT	Pervious (Gravel)	See dimensions per plans	3669 SF
			16667 SF
Total disturbed area:			24106 SF

Notes:
1. All existing pervious and impervious areas are to be removed. Areas shown above are new areas.
2. Dimensions shown are approximate; accurate area tabulation may be obtained using digital design software. All areas listed are as designed.
3. Regular maintenance and upkeep of pervious surfaces will be required to ensure that surface remains pervious. Do not seal pervious surface after installation. See civil drawings for typical installation.

Note: Constructed pervious surfaces are not to be sealed.

Legend: 5

- Concrete & Hardscape
- Permeable Pavers
- Landscape
- Gravel
- Porous Concrete
- Drainage Slope
- Easement Areas, see CS1 for additional information
- Accessible Route
- Trench Drains, per Civil

General Site Plan Notes: 1

1. See GN1, Section 4.106, for California Green Building Code site development standards.
2. See Door & Gate Schedule on SC1 for additional information regarding perimeter and sport court gates.
3. See civil drawings for all stormwater best management practices (BMP).
4. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast in color to the background. Numbers shall be min. 4" high with min. stroke width of 1/2" per *California Fire Code (CFC) 505.1*.
5. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with *UL 1037*, and shall contain keys to gain necessary access as required by the fire code official. *CFC 506.1*
6. Any portion of a fence or other structure within 5'-0" of a building shall be constructed per one of the following, per *County Building Code 92.1.7124.1*:
   A. Noncombustible material
   B. Approved exterior fire-retardant treated wood
   C. Material meeting same fire-resistive standards as exterior walls of the building

EXHIBIT D

project: Padel Center
21 W 7th Street, National City, California 91950

architect: christian rice architects, inc.
1127 loma ave, coronado, ca 92118 p 619.522.9040

LICENSED ARCHITECT CHRISTIAN S. [redacted] OF CALIF

drawn by: CDB

drawing date: 22 February 2024

revisions:

rev.	date	notes
1	05.30.24	1st Round Corrections
2	07.08.24	2nd Round Corrections
4	10.23.24	Plan Revision I
5	03.xx.25	Plan Rev. 1 - 1st Round Corrections

sheet title: Site Plan

drawing number: A1

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, March 17, 2026**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

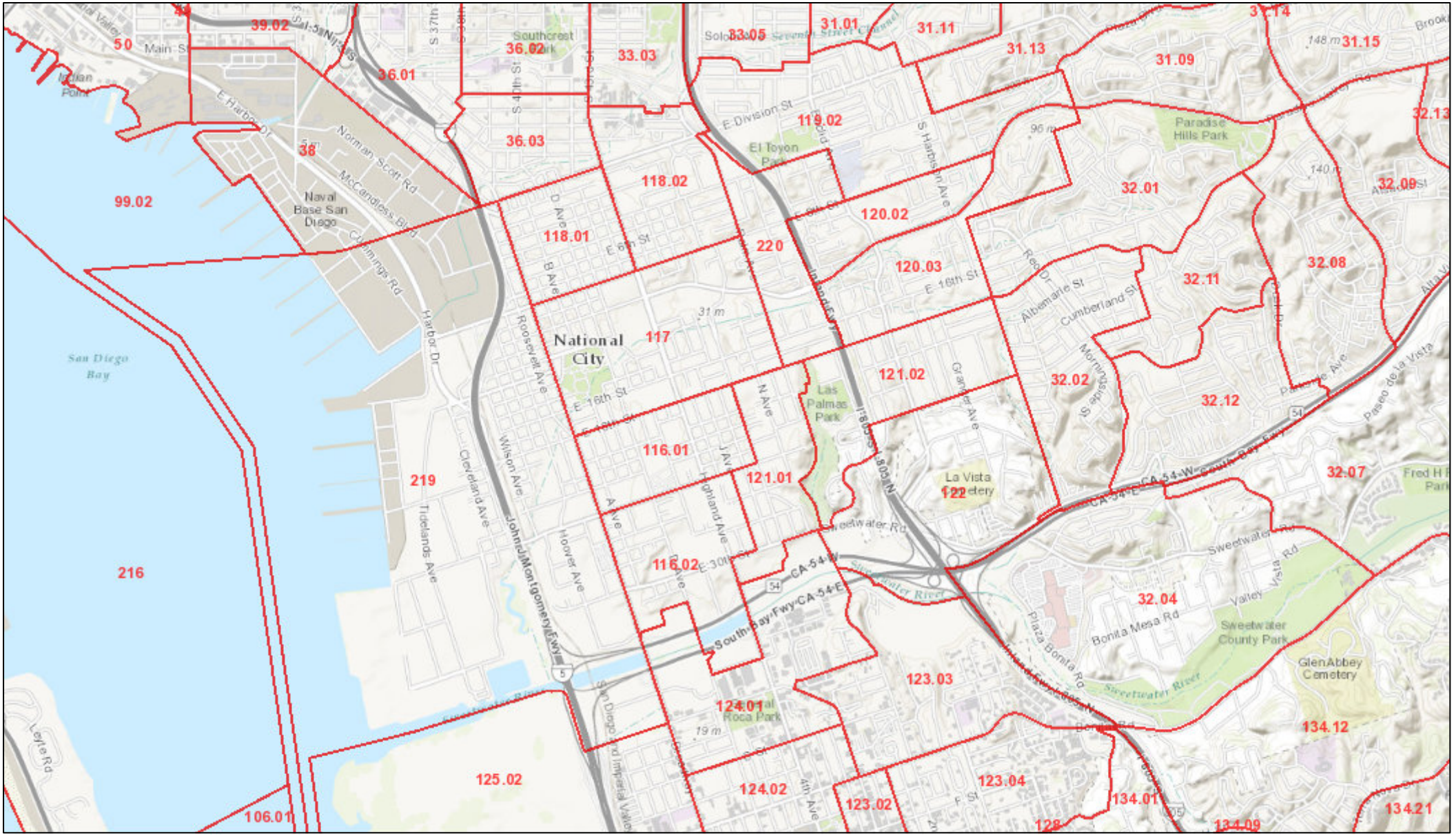
DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.
CASE FILE NO.: 2025-27 CUP
APN: 555-052-15

The Planning Commission conducted a Public Hearing at their meeting of February 2, 2026 and voted to recommend approval to the City Council of the Conditional Use Permit, by a vote of 6 to 0, with one member absent. The applicant (Padel Life LLC) is proposing to operate a restaurant in conjunction with a previously-approved outdoor commercial recreation facility and has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. Alcohol sales hours will be from 8:00 a.m. to 11:00 p.m. daily. A determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 3, Section 15303 (New Construction or Conversion of Small Structures) 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, March 6, 2026



August 25, 2014

CensusTracts 2010

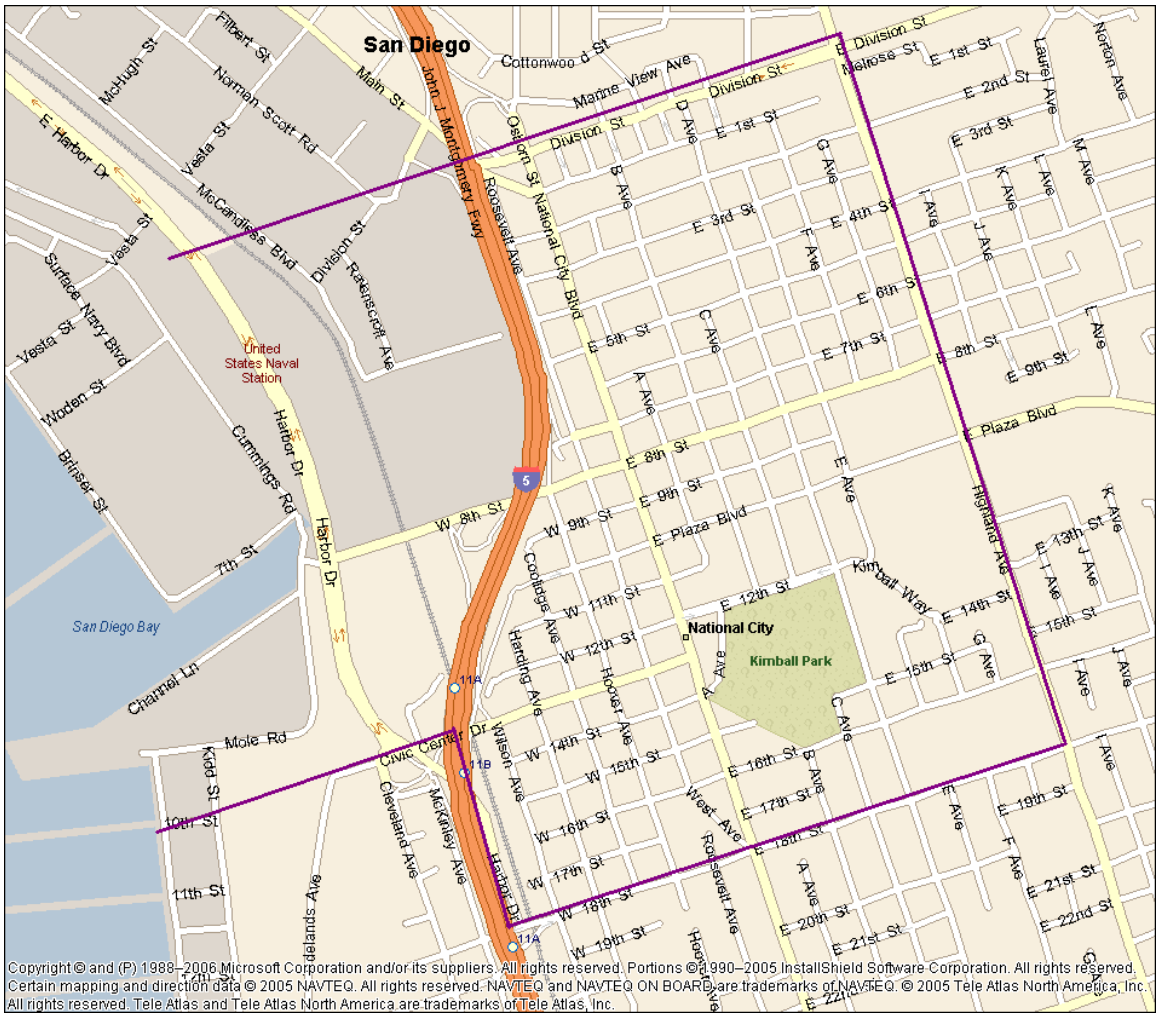
1:45,467

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

EXHIBIT F



City of National City
Beat 20

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 07/10/25

BUSINESS NAME: Padel Life LLC

ADDRESS: 21 West 7th Street, National City, CA 91950

OWNER NAME: Jose Manuel Suarez Covian DOB: [redacted]

OWNER ADDRESS: 21 West 7th Street, National City, CA 91950

(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 (8) active off sale licenses in tract 219

EXHIBIT G

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 17

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assesses at a medium risk and is deserving of such a rating due to this business is in an area with an extremely high crime rate (including prostitution, drug related crimes, violent crimes, robberies, thefts), with no known plan for secure/monitored parking (increased likelihood of pedestrian related crimes, thefts,vehicle burglaries, and stolen vehicles),no known plan of design for the business to incorporate (CPTED) Crime Prevention Through Environmental Design concepts to get eyes/cameras on the streets (concepts proven to reduce crimes to pedestrians and property), and the Census Tract is extremely over populated with alcohol related businesses.

Completed by: Sgt. Camacho Badge ID: 449

Revised: 8/16

Environmental Scan
Conditional Use Permit (CUP)
for alcohol sales (Beer & Wine) at a new restaurant

21 W 7th Street, National City, CA 91950
Conducted: July 17, 2025



Photo of the proposed location

An environmental scan was conducted at 10 a.m. on Wednesday, July 17, 2025, for an amended conditional use permit allowing alcohol sales (Beer & Wine, Type 41) at a new restaurant. The applicant is requesting to host padel and pickleball tournaments as well as community, civic, and private events throughout the facility.

Proposed hours
Alcohol Sales: 8 a.m. to 10 p.m. daily
Live Entertainment: 8 a.m. to 8 p.m. daily

During a scan of the business and premises, the following was noted:

- The city has reported a high incidence of prostitution in this area, and what may have been prostitution was occurring during the scan. For more information: https://www.cbs8.com/article/news/local/national-city-high-tech-surveillance-tower-to-fight-prostitution/509-9900ed0c-ccf2-44b4-b99a-60dfb4d2b5a1
- Five hotels/motels are located nearby.
- There is limited street parking near the location and no parking lot nearby.
- Three bus stops are located within approximately 1,000 feet of the location.
- The 8th Street Transit Center trolley station is approximately 2,100 feet away.

Youth Sensitive Areas/Other Vulnerable Locations

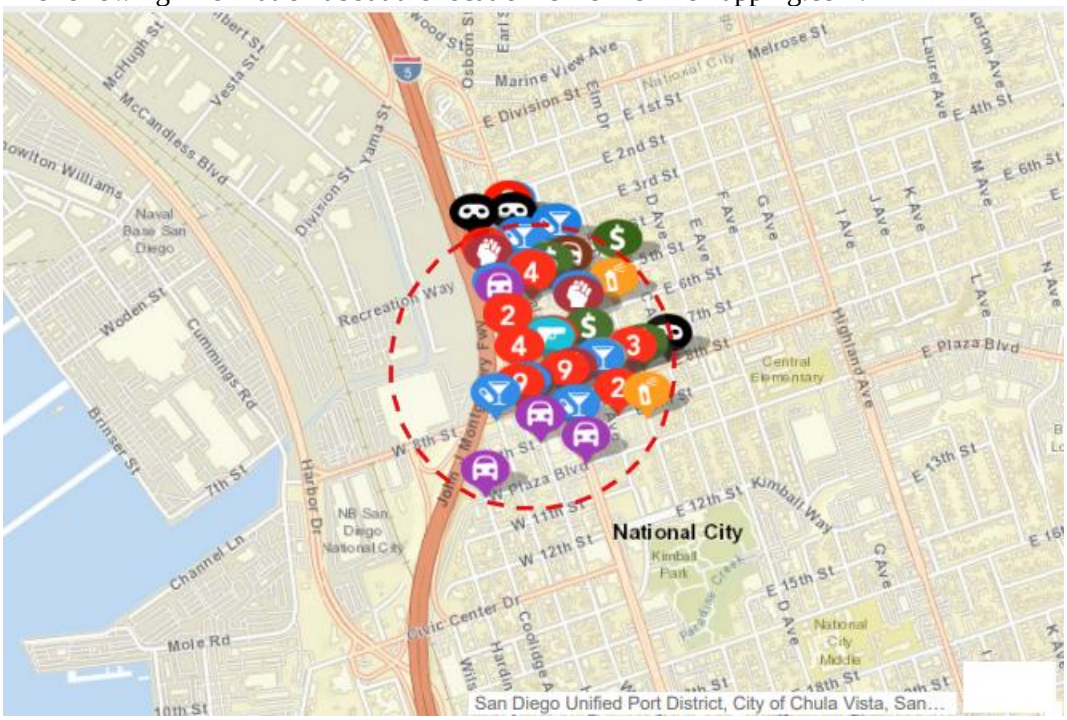
Integrity Charter School (approximately 300 feet away)
Excel Performance Academy (approximately 1,056 feet away)
Kimball Park (approximately 2,100 feet away)

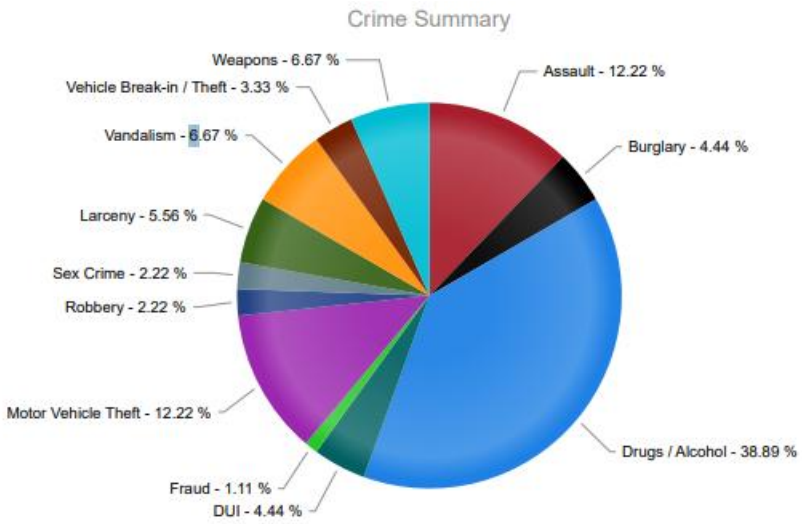
Churches

St. Mary's Catholic Church (approximately 2,100 feet away) is the closest one to this location.

Crime Rate

The following information about the location is from crimemapping.com.





A review of crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or the applicant 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 "very dense."

IPS has begun utilizing the following scale to define outlet density more clearly.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)



IPS SOUTH BAY

BUDI BINGE & UNDERAGE DRINKING INITIATIVE

Alcohol On-Sale Density

21 W 7th Street, 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 7/21/2025

N

0 1 Miles

Funded by the San Diego County Health and Human Services Agency

8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

www.publicstrategies.org

Considerations

The following are considerations if a CUP is issued.

1. To prevent injuries, the Responsible Hospitality Coalition of San Diego County recommends refraining from selling alcohol to patrons who have not yet completed any padel or pickleball games they intend to engage in.
2. Require that servers/management check for valid identification for patrons appearing under the age of thirty (30), rather than twenty-one (21), when patrons order alcohol, due to the community, civic, and private events expected to take place throughout the facility.
3. Require that food service is always available during the hours that alcohol is sold.
4. Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area.

August 11, 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 Padel Life, LLC *(Doing Business As – AURA PADEL*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

TUESDAY, AUGUST 19, 2025
6:00:PM to 7:00PM
NAPAOLEON'S PIZZA HOUSE
619 NATIONAL CITY BLVD.
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 [redacted] (or at marco@cortescommunications.com).

EXHIBIT I

RESOLUTION NO. 2026-

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 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND APPROVING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.

WHEREAS, the City Council of the City of National City considered a Conditional Use Permit for on-site beer and wine sales at a new restaurant to be located at 21 West 7th Street (APN 555-052-15); and

WHEREAS, at said public hearing the City Council considered the staff report contained in Case File No. 2025-27 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 February 2, 2026, 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.

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

Section 1: That the City Council hereby determines that the evidence presented supports the following findings:

1. That 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 Development Zone 1B, 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. That 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 Development Zone 1B land use designation contained in the Downtown Specific Plan.

3. That 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 the site is developed below the prescribed density in the specific plan and will be occupied by a small 2,090 square-foot clubhouse from which the restaurant will operate. The intensity of development was previously analyzed for Development Zone 1B at the time the Downtown Specific Plan was approved. The proposed alcohol sales would be incidental to the primary use of food sales.

4. That site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because only a small

building is proposed for the use, which is below the prescribed intensity of uses for Development Zone 1B. The proposed alcohol sales would be incidental to the primary use of food sales.

5. That the granting of this Conditional Use 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. No live entertainment is proposed on site.

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 3, Section 15303 (New Construction or Conversion of Small Structures) 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 for a new restaurant to be operated out of a proposed 2,090 square foot commercial structure and the use is similar to other commercial uses in the area, which are permitted in Development Zone 1B.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in Development Zone 1B, 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.

8. Based on findings 1 through 7, the proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in Development Zone 1B, 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

Section 2: That the City Council hereby approves the Conditional Use Permit 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 to be located at 21 West 7th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-27 CUP, dated 11/11/2025.
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 8:00 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. Permittee shall post signs in the dining area, including outdoor areas, indicating that alcoholic beverages must be consumed inside the designated area 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. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
17. The operator shall provide a security guard on-site between the hours of 5 p.m. to 11 p.m. daily. The security guard shall be available to both patrol the site and, at the request of patrons, provide complimentary escorts to vehciles parked within a one block radius of the facility.
18. The operator shall maintain and operate on-site security cameras with the capability to monitor both on site activities and adjacent sidewalks on Roosevelt Avenue and West 7th Street. The presence of cameras shall be made known to passersby by the installation of visible signage.

19. The restaurant shall display language in plain sight that requests patrons to refrain from consuming alcohol prior to engaging in sports activities to reduce the risk of injuries or accidents.
20. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

21. 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.

Section 3: That 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 17th day of March, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, March 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Presentation - Public Provider Ground Emergency Medical Transport Program

RECOMMENDATION:
Receive the Presentation Regarding the Progress toward Building a Public Provider Ground Emergency Medical Transport Program as a Permanent Emergency Service Delivery Model for the National City Fire Department.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The National City Fire Department (NCFD), in coordination with AP Triton Consulting, conducted a comprehensive Emergency Medical Services (EMS) Transportation & Optimization Study, which was presented to the City Council on November 18, 2025. Per Resolution 2025 – 166, attached as "Exhibit A," the City Council accepted the Study and authorized the City Manager to evaluate the costs associated with the study's recommendations. As part of the development phase, the NCFD would like to present its progress toward building a Public Provider Ground Emergency Medical Transport Program as a permanent emergency service delivery model for the National City Fire Department.

FINANCIAL STATEMENT:
Not Applicable

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

EXHIBIT:
Exhibit A – Resolution No. 2025-166

RESOLUTION NO. 2025 - 166

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE EMERGENCY MEDICAL SERVICES (EMS) TRANSPORTATION & OPTIMIZATION STUDY CONDUCTED BY AP TRITON CONSULTING AND DIRECTING THE CITY MANAGER TO PURSUE THE DEVELOPMENT OF A MUNICIPAL AMBULANCE TRANSPORT SYSTEM.

WHEREAS, the National City Fire Department (NCFD), in coordination with AP Triton Consulting, conducted a comprehensive Emergency Medical Services (EMS) Transportation & Optimization Study to evaluate operational performance, financial sustainability, and long-term service delivery models; and

WHEREAS, the study found that the NCFD currently provides a high-performing Advanced Life Support (ALS) first-response system covering approximately nine square miles and responding to over 10,000 incidents annually, nearly half of which are medical in nature; and

WHEREAS, through its operational and financial assessment, AP Triton identified a significant opportunity to improve fiscal sustainability, system reliability, and local control by transitioning to a City-operated municipal ambulance transport model; and

WHEREAS, among the five delivery models evaluated, the Ambulance Operator Model—staffed by non-sworn EMTs and paramedics—produced the strongest financial outcome, with an estimated annual surplus of $509,799 while maintaining service reliability; and

WHEREAS, the analysis revealed that a City-operated model would enable participation in federal and state reimbursement programs, including the Public Provider Ground Emergency Medical Transport (PP-GEMT) program and the Quality Assurance Fee (QAF) program, which together could yield an estimated annual fiscal benefit exceeding $900,000; and

WHEREAS, when combined with PP-GEMT reimbursement, the system achieves the highest long-term return on investment, providing both fiscal stability and operational control; and

WHEREAS, the study further recommends adopting a public provider framework, leveraging supplemental funding programs, implementing an enterprise fund model, investing in a permanent Fire Station 33, and maintaining data-driven oversight using continuous QA/QI performance metrics; and

WHEREAS, the findings demonstrate that a City-operated ambulance transport system would enhance service reliability, improve fiscal sustainability, and align with National City's goal of providing equitable, high-quality emergency medical care to all residents.

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 accepts and files the Emergency Medical Services (EMS) Transportation & Optimization Study conducted by AP Triton Consulting.

Section 2. That the City Council also hereby authorizes the City Manager to evaluate the costs associated with the study's recommendations as part of the subsequent development phase and recommendations will be brought back to the City Council for approval.

Section 3. 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 18th day of November, 2025.

[redacted]

Ron Morrison, Mayor

ATTEST:

[redacted]

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

[redacted]

Barry J. Schultz, City Attorney

Passed and adopted by the City Council of the City of National City, California, on November 18, 2025 by the following roll-call vote, to-wit:

Ayes: Molina, Rodriguez, Yamane, Bush, Morrison

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: Ron Morrison
Mayor of the City of National City, California

Shelley Chapel
City Clerk of the City of National City, California

BY: [redacted]
Shelley Chapel, MMC, City Clerk