

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY ONLINE ONLY MEETING

https://www.nationalcityca.gov/webcast

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, JUNE 15, 2021 – 6:00 PM

ALEJANDRA SOTELO-SOLIS Mayor

JOSE RODRIGUEZ Vice Mayor

MARCUS BUSH Councilmember

RON MORRISON Councilmember

MONA RIOS Councilmember

1243 National City Blvd. National City, CA 91950 619-336-4240

Meeting agendas and minutes available on the City's website at WWW.NATIONALCITYCA.GOV **NOTICE:** The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at www.nationalcityca.gov. For Public Comments see "PUBLIC COMMENTS" section below

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at www.nationalcityca.gov. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: There are multiple ways you can make sure your opinions are heard and considered by our City Council as outlined below:

Submit your public comment prior to the meeting: To submit a comment in writing, email PublicComment@nationalcityca.gov, provide the agenda item number and title of the item in the subject line of your email. Public comments or testimony is limited to up to three (3) minutes. If the comment is not related to a specific agenda item,

indicate General Public Comment in the subject line. All email comments received by 2:00 p.m. on the day of the meeting will be read into the record at the City Council meeting, emailed to the City Councilmembers, and retained as part of the official record. All comments will be available on the City website within 48 hours following the meeting.

Register online and participate in live public comment during the meeting: To provide live public comment during the meeting, you must pre-register on the City's website at https://www.nationalcityca.gov/publiccomment by 2:00 p.m. on the day of the regular meeting to join the City Council Meeting.

***Please note that you do not need to pre-register to watch the meeting online, but you must pre-register if you wish to speak.

Once registered, you will receive an email with a link from Zoom to join the live meeting. You can participate by phone or by computer. Please allow yourself time to log into Zoom before the start of the meeting to ensure you do not encounter any last-minute technical difficulties.

***Please note that members of the public will not be shown on video; they will be able to watch and listen and speak when called upon. Public microphones will be muted until it is your turn to comment.

Each speaker is allowed up to three (3) minutes to address the City Council. Please be aware that the Mayor may limit the comments' length due to the number of persons wishing to speak or if comments become repetitious or unrelated.

All comments are subject to the same rules as would otherwise govern speaker comments at the meeting. Speakers are asked to be respectful and courteous. Please address your comments to the City Council as a whole and avoid personal attacks against members of the public, City Council, and city staff.

Questions about public comment or City Council protocols? Please contact the City Clerk's Office at (619) 336-4228 or via email at Clerk@nationalcityca.gov.

INTERPRETATION SERVICES: To use the Zoom interpretation feature you must first Pre-Register on Zoom. Once logged into Zoom to use the interpretation feature, please scroll to the bottom of the Zoom screen (where the meeting controls are), click on the interpretation icon (world), and select English as your language. If you are joining using the Zoom mobile app (cell phone, tablet, etc.), please press the ellipsis (...), then Interpretation, and then choose your language.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. <u>Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation.</u> Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AVISO: La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en www.nationalcityca.gov. Para comentarios públicos, vea la sección "COMENTARIOS PÚBLICOS" más adelante.

ORDEN DEL DÍA: Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

INFORMES: Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en www.nationalcityca.gov.

COMENTARIOS PÚBLICOS: Hay varias formas en las que puede asegurarse de que sus opiniones sean escuchadas y consideradas por nuestro Concejo Municipal como se describe a continuación:

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov, Por favor, indique el número del tema del programa y el título del tema en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos están limitados a tres (3) minutos. Si el comentario no está relacionado con un tema específico del programa, indique Comentario público general en la línea de asunto. Todos los comentarios recibidos por correo electrónico antes de las 2:00 p.m. del día de la reunión serán leídos en el registro en la reunión del Concejo Municipal, enviados por correo electrónico a los Concejales de la Ciudad, y retenidos como parte del registro oficial. Todos los comentarios estará disponible en el sitio web de la ciudad dentro de las 48 horas posteriores a la reunión.

Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión: Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en https://www.nationalcityca.gov/publiccomment antes de las 2:00 p.m. del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

***Tenga presente que no necesita registrarse previamente para ver la sesión en línea, pero debe registrarse previamente si desea hablar.

Una vez registrado, recibirá un correo electrónico con un enlace de Zoom para integrarse a la sesión en vivo. Puede participar por teléfono o por computadora. Tómese el tiempo necesario para iniciar la reunión en Zoom antes del inicio de la sesión para asegurarse de no encontrar dificultades técnicas de último momento.

***Tenga presente que las personas del público no se mostrarán en vídeo; podrán observar, escuchar y hablar cuando se les solicite. Los micrófonos públicos se silenciarán hasta que sea su turno de comentar.

Cada orador tiene hasta tres (3) minutos para dirigirse al Concejo Municipal. Tenga en cuenta que la Alcaldesa puede limitar la extensión de los comentarios debido a la cantidad de personas que deseen hablar o si los comentarios se vuelven repetitivos o no relacionados.

Todos los comentarios están sujetos a las mismas reglas que de otro modo regirían los comentarios de los oradores en la sesión. Se pide a los oradores que sean respetuosos y corteses. Dirija sus comentarios al Concejo Municipal en su conjunto y evite ataques personales contra personas del público, el Concejo Municipal y el personal del Ayuntamiento.

¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal? Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a Clerk@nationalcityca.gov.

SERVICIO DE INTERPRETACIÓN: Para utilizar la función de interpretación zoom primero debe registrarse previamente en el sitio web de Zoom. Una vez que haya iniciado sesión en zoom para utilizar la función de interpretación, favor de desplazarse a la parte inferior de la pantalla de Zoom (donde aparecen los controles). Haga clic en el ícono de interpretación (globo terráqueo), y seleccione "Spanish" (español). Si está utilizando la aplicación móvil de Zoom (celular, tableta, etc.), presione los puntos suspensivos (...), luego "interpretation" y luego el idioma.

AGENDA ESCRITA: Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de

consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

- 1. National City Celebrates 2021 Pride Month.
- 2. <u>National City Recognizes City Librarian, Minh Duong on her Retirement.</u>
- 3. National City Recognizes the USS Rushmore for 30 Years of Service.
- 4. <u>National City Recognizes Rem Club at Sweetwater High School and National City Middle School.</u>

AWARDS AND RECOGNITIONS

5. Employee of the Quarter 2021 - Corporal Javier Cornejo. (Police)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

- 6. <u>2021 Regional Plan: Draft for Public Review. (Hasan Ikhrata, Executive Director; Coleen Clementson, Director of Regional Planner; Jennifer Williamson, Principal Regional Planner, SANDAG)</u>
- 7. <u>Drought Preparedness: Water Supply Reliability and Resilience in National</u> City. (Jennifer Sabine, General Manager, Sweetwater Authority)
- 8. <u>Economic Development Data Dashboard. (Megan Gamwell, Economic Development Specialist II)</u>

INTERVIEWS / APPOINTMENTS

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

- 9. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. (City Clerk)
- 10. Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AdminSure, Inc., effective August 1, 2021, for Workers' Compensation Third Party administration and claims review in the initial amount of \$97,305 period of one year; and authorizing the City Manager to execute future amendments extending the term of the agreement by one year increments for up to an additional four years. (Human Resources)
- 11. Resolution of the City Council of the City of National City approving the first amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law for the not to exceed amount of \$150,000. (City Manager)
- 12. Resolution of the City Council of the City of National City approving the agreement between the City of National City and the Center for Public Safety Management for on-call and as-needed operational/workload analysis services in the specialized area of public safety for the not to exceed amount of \$150,000. (City Manager)
- 13. Resolution of the City Council of the City of National City approving the agreement between the City of National City and the San Diego Unified Port District for Police, Fire and Emergency Medical Services. (City Manager)
- 14. Resolution of the City Council of the City of National City approving a Subordination Agreement with C Avenue 10Plex, LLC, a California limited liability company, and Pacific Premier Bank, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on September 25, 2019. (Housing Authority)
- 15. Resolution of the City Council of the City of National City approving an Affordable Housing Density Bonus Agreement with 129 NCB, LLC, for the development of 14 units located at 129 National City Boulevard and restricting the rent and occupancy of two (2) units to very low-income households in exchange for a density bonus pursuant to California Government Code Sections 65915 65918. (Housing Authority)
- 16. Resolution of the City Council of the City of National City authorizing the Housing Authority to enter into a Memorandum of Understanding with the County of San Diego for data sharing relating to the administration of COVID-19 emergency rental assistance programs to avoid duplication of benefits to

- ensure federal, state or local assistance will not be provided for the same costs. (Housing Authority)
- 17. Resolution of the City Council of the City of National City approving the one
 (1) year ratified Agreement and Authorizing the Mayor to Execute the ratified
 Agreement with the Sweetwater Union High School District for partial funding
 of the School Resource Officer Program for FY 2021. The City of National
 City will be reimbursed \$105,000 for FY 2021. (Police)
- 18. Resolution of the City Council of the City of National City approving the one
 (1) year ratified Agreement and Authorizing the Mayor to execute the ratified
 Agreement with the National School District for partial funding of the School
 Resource Officer Program for FY 2021. The City of National City will be
 reimbursed \$77,068 for FY 2021. (Police)
- 19. Resolution of the City Council of the City of National City approving authorizing the sale of one surplus police motorcycle to the San Diego State University Police Department in compliance with City Council Policy and National City Municipal Code. (Police)
- 20. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Second Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2021. (Finance)
- 21. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to June 30, 2022, with the option to extend the Service Agreement for two additional one year terms to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street. (Community Services)
- 22. Resolution of the City Council of the City of National City: 1) accepting the work performed by Basile Construction, Inc. for the P-1 Sewer Upsize for Sweetwater High School Project, CIP No. 19-43; 2) approving the final contract amount of \$1,761,833.05; 3) ratifying the release of retention in the amount of \$88,091.65; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
- 23. Resolution of the City Council of the City of National City: 1) accepting the work performed by Dick Miller Inc. for the Paradise Creek Water Quality and Community Enhancements Project, CIP No. 18-11; 2) approving the final contract amount of \$1,150,018.95; 3) ratifying the release of retention in the amount of \$57,500.95; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)

- 24. Resolution of the City Council of the City of National City: 1) awarding a contract to Blue Pacific Engineering & Construction, Inc. in the not-to-exceed amount of \$184,586.00 for the Civic Center ADA Accessibility Project, CIP No. 19-45; 2) authorizing a 15% contingency in the amount of \$27,687.90 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
- 25. Resolution of the City Council of the City of National City authorizing the Mayor to execute a two-year Agreement with Southwest Traffic Signal Service, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance & Repair Services including, but not limited to, services, installations, maintenance, and repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and related equipment and services citywide. (Engineering/Public Works)
- 26. Resolution of the City Council of the City of National City authorizing the Mayor to execute a two-year Agreement with San Diego Mechanical & Energy, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Facilities Maintenance Support Services including, but not limited to, designs, installs and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services citywide. (Engineering/Public Works)
- 27. Resolution of the City Council of the City of National City authorizing the issuance of a special driveway permit at 614 "B" Avenue. (Engineering/Public Works)
- 28. Resolution of the City Council of the City of National City authorizing various fiscal year 2021 3rd Quarter budget adjustments. (Finance)
- 29. Temporary Use Permit Request from Good Ranchers, LLC to conduct the Good Ranchers Food Sale at Westfield Plaza Bonita from July 15, 2021 thru August 9, 2021 with no waiver of fees. (Community Development)
- 30. Temporary Use Permit Rosarito Motorcycle Run hosted by Coronado Beach Harley Davidson on September 17, 2021 from 7:30 a.m. to 12:30 p.m. at 3201 Hoover Avenue with no waiver of fees. (Community Development)
- 31. <u>Temporary Use Permit Request from Homestead Steaks, LLC to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from June 16, 2021 thru July 6, 2021 with no waiver of fees. (Community Development)</u>
- 32. <u>Investment Report for the quarter ended March 31, 2021. (Finance)</u>
- 33. Investment transactions for the month ended April 30, 2021. (Finance)

- 34. Warrant Register #44 for the period of 4/28/21 through 5/04/21 in the amount of \$2,430,569.71. (Finance)
- 35. Warrant Register #45 for the period of 5/05/21 through 5/11/21 in the amount of \$257,272.31. (Finance)
- 36. Warrant Register #46 for the period of 5/12/21 through 5/18/21 in the amount of \$1,576,772.17. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

- Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \$514,491 to the Community Development Block Grant (CDBG) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Third Amendment to the 2019-2020 Action Plan that incorporates revised funded activities for the MLK Jr. Community Center into said Action Plan for acceptance by U.S. Department of Housing and Urban Development (HUD). (Housing Authority)
- Public Hearing and Adoption of a Resolution of the City Council of the City of National City accepting the National City 2021/2022 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2021-22 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor. (Engineering/Public Works)
- 39. Public Hearing and Resolution of the City Council of the City of National City (1) adopting the First Amendment to the Permanent Local Housing Allocation (PLHA) Program Plan approved by the California Department of Housing and Community Development to incorporate outreach, case management, rapid, emergency housing, and other housing services for homeless individuals and families or those at risk of becoming homeless; (2) establishing budget appropriations and the corresponding revenue budget in the amount of \$393,191 for the first PLHA program year; and (3) approving a spending plan for said PLHA funding in Fiscal Year 2022. (Housing Authority)

NON CONSENT RESOLUTIONS

- 40. Resolution of the City Council of the City of National City approving and adopting the annual appropriations limit for fiscal year 2022 in the amount of \$71,573.263. (Finance)
- 41. Resolution of the City Council of the City of National City Authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve

to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve and the elimination of the Debt Service Reserve and transfer of its balance to the Unassigned Fund Balance Reserve. (Finance)

42. Resolution of the City Council of the City of National City amending City Council Policy 110 entitled "Display of Flags". (City Manager)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

- 43. <u>Update on Housing Element and Housing Strategic Plan. (Housing Authority)</u>
- 44. City Manager Report. (City Manager)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - August 3, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: <u>National City Celebrates</u> <u>2021 Pride Month.</u>

Please scroll down to view the backup material.

Item #	_
06/15/21	

National City Celebrates 2021 Pride Month

The following page(s) contain the backup material for Agenda Item: <u>National City Recognizes City Librarian</u>, <u>Minh Duong on her Retirement</u>. Please scroll down to view the backup material.

Item # ____ 06/15/21

National City Recognizes City Librarian, Minh Duong on her Retirement

The following page(s) contain the backup material for Agenda Item: <u>National City Recognizes the USS Rushmore for 30 Years of Service.</u>

Please scroll down to view the backup material.

Item # ____ 06/15/21

National City Recognizes the USS Rushmore for 30 Years of Service

The following page(s) contain the backup material for Agenda Item: <u>National City</u> <u>Recognizes Rem Club at Sweetwater High School and National City Middle School.</u> Please scroll down to view the backup material.

Item # ____ 06/15/21

National City Recognizes Rem Club at Sweetwater High School and National City Middle School

The following page(s) contain the backup material for Agenda Item: <u>Employee of the Quarter 2021 - Corporal Javier Cornejo. (Police)</u>
Please scroll down to view the backup material.



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

DATE:

May 25, 2021

TO:

Brad Raulston, City Manager

FROM:

Robert J. Meteau, Jr., Human Resources Director

SUBJECT:

EMPLOYEE OF THE QUARTER PROGRAM

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

The employee to be recognized for the 2nd Quarter of calendar year 2021 is:

Corporal Javier Cornejo

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, June 15, 2021 to be recognized for his achievement and service.

Attachment

cc:

Javier Cornejo

Chief Jose Tellez

Captain Alejandro Hernandez Mayor's Confidential Assistant Human Resources – Office File

RECEIVED

MAY 2 5 2021



CITY OF NATIONAL CITY
HUMAN RESOURCES DEPARTMENT

Performance Recognition Award Nomination Form

I nominate Corporal Javier Cornejo
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.
IPlease attachment.
FORWARD COMPLETED NOMINATION TO:
National City Performance Recognition Program
Human Resources Department
Nominated by: Alejandro Hernandez, Police Captain
Signature:
AV II

MEMORANDUM

DATE:

May 25, 2021

TO:

Robert J. Mateau, HR Director

FROM:

Jose Tellez, Chief of Police

SUBJECT: Performance Recognition Program-Corporal Javier Cornejo

In October of 2020, dispatch received a 911 call of a person drowning near the dock at PASHA. Corporal Cornejo arrived and found a male in the ocean struggling to stay afloat. The male was wearing a life vest but it was not properly fitted. A PASHA employee threw a life preserver to the male, who held on as Corporal Cornejo arrived. Immediately, Corporal Cornejo jumped in the water to rescue the near drowning male.

Corporal Cornejo swam to the male and kept him afloat while speaking words of encouragement to keep him focused on survival. Corporal Cornejo realized that if the male were to float under the dock, the situation would be dire. The male was in a panicked state and said, "I can't do this anymore." Corporal Cornejo remained calm and continued to provide assistance.

Harbor Police Officers soon arrived on scene and helped Corporal Cornejo and the male onto the vessel where they were taken to safety.

The following page(s) contain the backup material for Agenda Item: <u>2021 Regional Plan:</u>
<u>Draft for Public Review.</u> (Hasan Ikhrata, Executive Director; Coleen Clementson, Director of <u>Regional Planner; Jennifer Williamson, Principal Regional Planner, SANDAG)</u>
Please scroll down to view the backup material.

Item #	
06/15/21	

2021 Regional Plan: Draft for Public Review

Hasan Ikhrata, Executive Director

Coleen Clementson, Director of Regional Planner
Jennifer Williamson, Principal Regional Planner
SANDAG

San Diego FORWARD the craft 2021 gional pla

National City Council | June 15, 2021



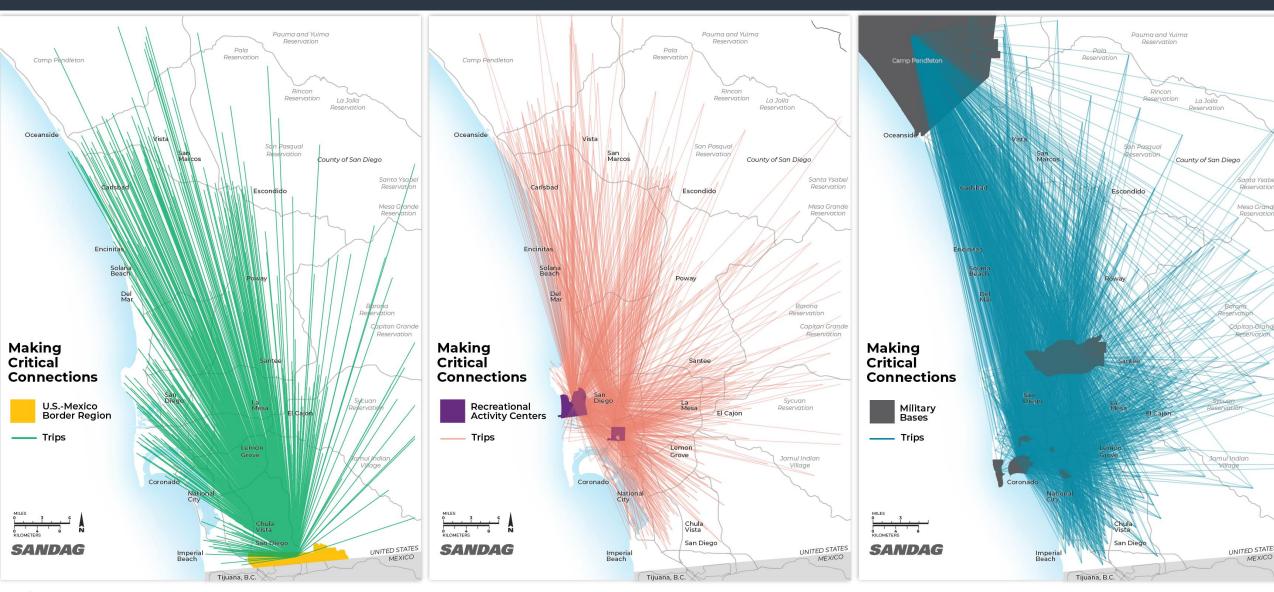
What is the 2021 Regional Plan?

A bold new approach to planning for the future





Data-Driven Planning: Other regional trips

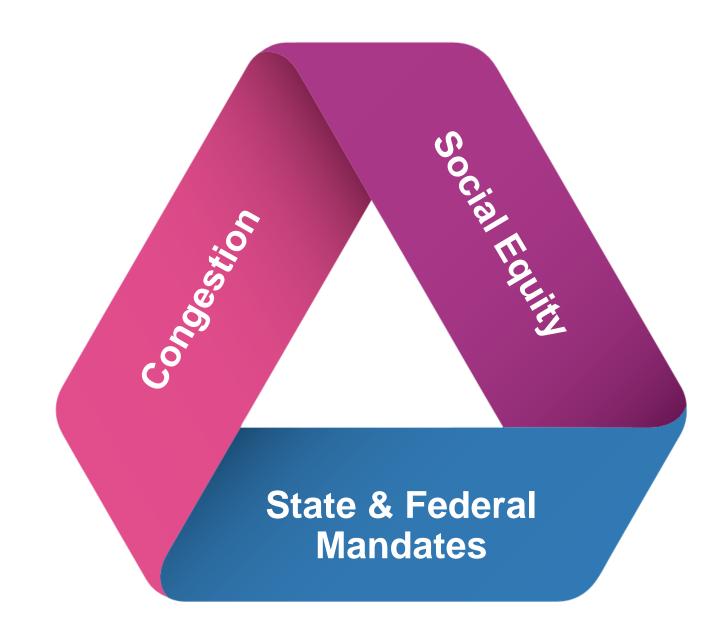






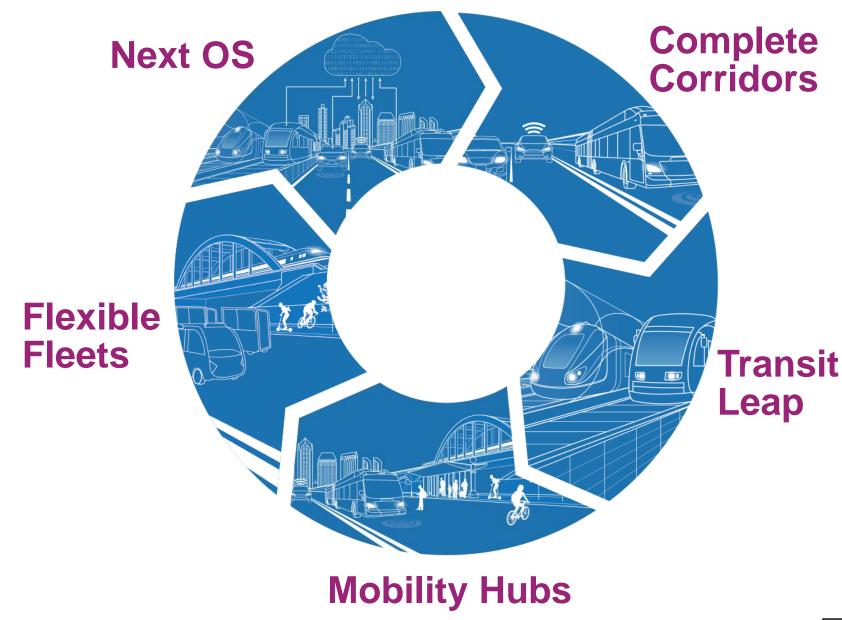
Three Challenges

- Reduce *congestion*
- Improve social equity
- Meet state and federal mandates to be faster, fairer, and cleaner



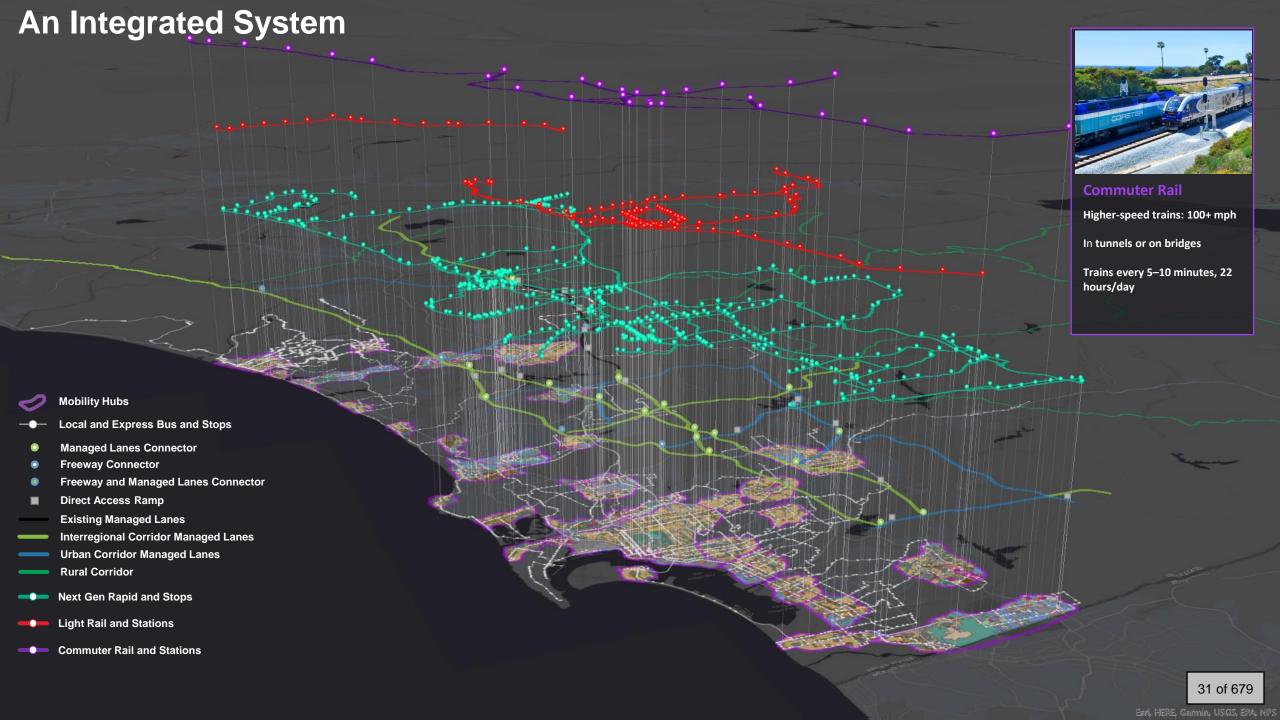
5 Big Moves

Inter-reliant strategies that work as one and enhance each other





SANDAG 30 of 679



National City – All Improvements

Complete Corridors

- Interregional Corridor
- Urban Corridor Managed Lanes
- Managed Lane Connector

Adopted Regional Bike Network

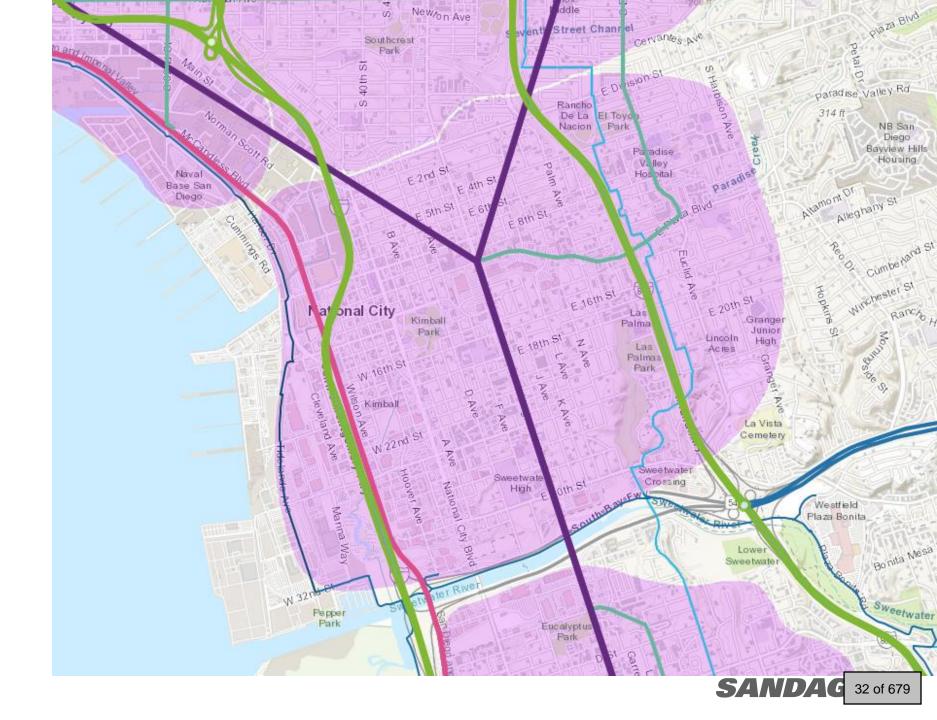
- On-Street
- Off-Street
- On & Off-Street

Transit Leap

- Commuter Rail
- Light Rail
- Next Gen Rapid

Mobility Hubs and Flexible Fleets

Mobility Hubs



National City – Transit Leap and Mobility Hub Improvements

Transit Leap

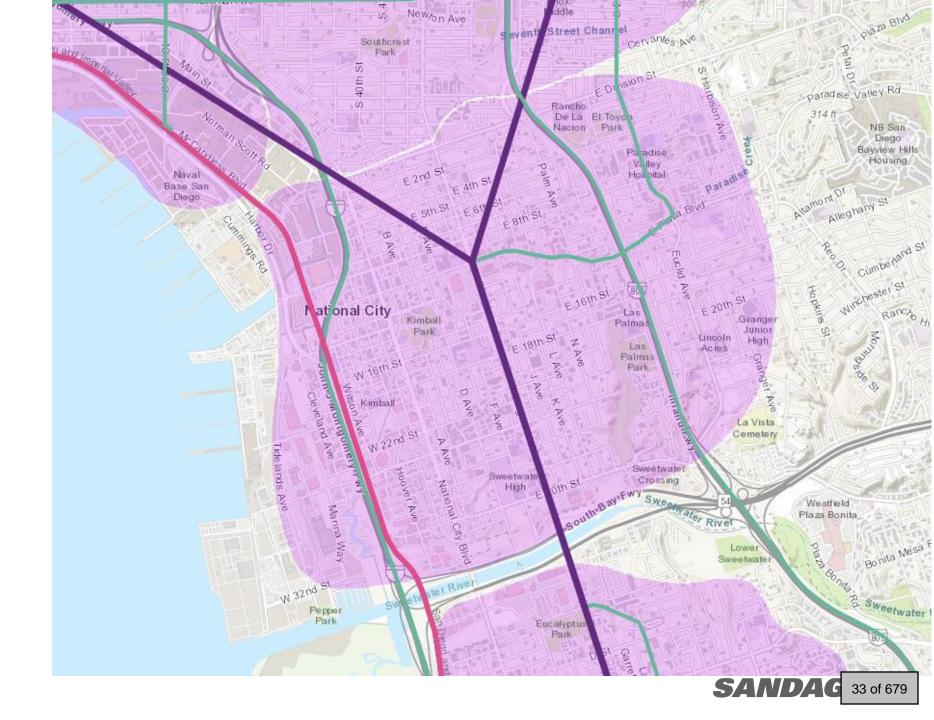
Commuter Rail

Light Rail

Next Gen Rapid

Mobility Hubs

Mobility Hubs



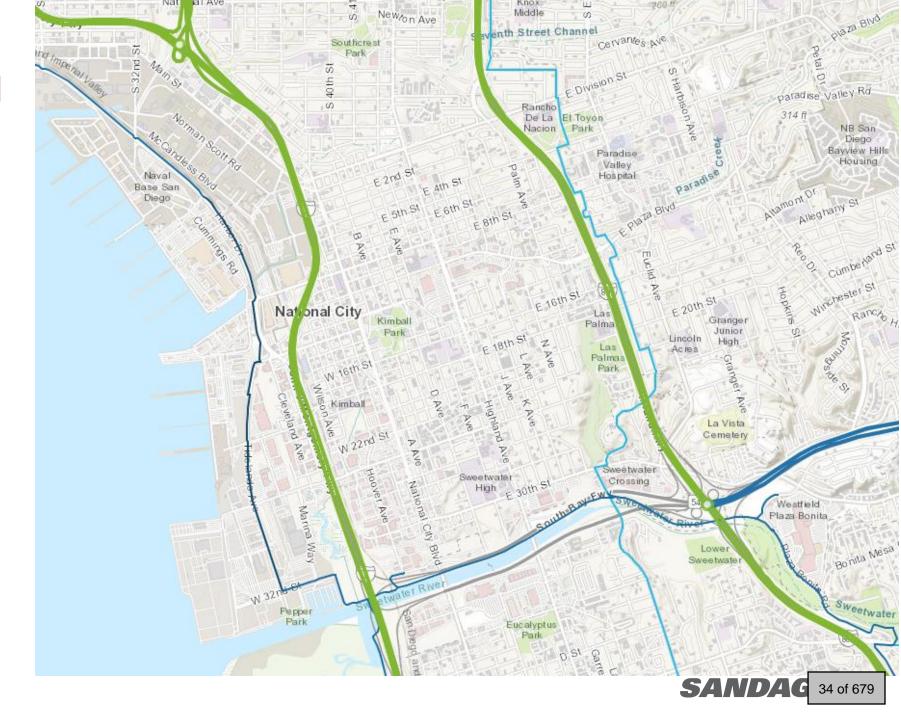
National City – Complete Corridor and Active Transportation Improvements

Complete Corridors

- Interregional Corridor
- Urban Corridor Managed Lanes
- Managed Lane Connector

Adopted Regional Bike Network

- On-Street
- Off-Street
- On & Off-Street



We want to hear from you!





SDForward.com/2021 Regional Plan



SUBMIT A COMMENT sandag.org/RegionalPlanComments



SDForward.com/calendar



SIGN UP TO OUR PROJECT EMAIL LIST **SDForward.com/subscribe**



FOLLOW US ON SOCIAL MEDIA **@SANDAGregion @SANDAG**



DIVE INTO THE DATA VIEWER

English: sandag.org/RegionalPlanComments
Enspañol: sandag.org/ComentariosPlanRegional



Submit a comment through July 30



ONLINE

English: sandag.org/RegionalPlanComments
Enspañol: sandag.org/ComentariosPlanRegional



EMAIL

SDForward@sandag.org



PHONE

Voicemail: 619.699.1934

Toll free: 877.277.5736

TTY: 619.699.1904



FAX

619.699.1995



MAIL

Attn: 2021 Regional Plan, SANDAG, 401 B Street, Suite 800, San Diego CA, 92101



VIRTUAL PUBLIC HEARINGS

July 16, 9 a.m. July 23, 9 a.m.

San Diego
FOR WARD

SANDAG 36 of 679

Attend a virtual meeting



INFORMATIONAL VIRTUAL OPEN HOUSES

Tues. June 15, 6 p.m. | North County Coastal

Wed. June 16, 6 p.m. | County Unincorporated

Tues. June 22, 6 p.m. | South County

Thurs. June 24, 6 p.m. | East county

Mon. June 28, 6 p.m. | North County Inland

Wed. June 30, 6 p.m. | Central San Diego



VIRTUAL PUBLIC HEARINGS

July 16, 9 a.m. | SANDAG Transportation Committee

July 23, 9 a.m. | SANDAG Board of Directors



The following page(s) contain the backup material for Agenda Item: <u>Drought Preparedness:</u> <u>Water Supply Reliability and Resilience in National City.</u> (Jennifer Sabine, General Manager, Sweetwater Authority)

Please scroll down to view the backup material.

Item # ____ 06/15/21

Drought Preparedness: Water Supply Reliability and Resilience in National City

Jennifer Sabine General Manager Sweetwater Authority The following page(s) contain the backup material for Agenda Item: <u>Economic Development Data Dashboard. (Megan Gamwell, Economic Development Specialist II)</u>
Please scroll down to view the backup material.

Item #	_
06/15/21	

Economic Development Data Dashboard

Megan Gamwell Economic Development Specialist II



Economic Development Data Dashboard June 15, 2021



Agenda

- Project Objectives
- Data Dashboard
- Community Partner Engagement
- Education/Employment website

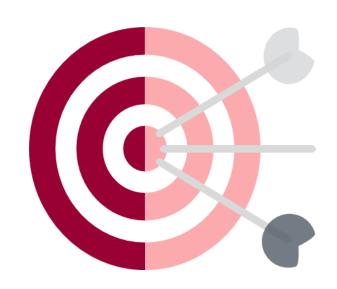


Short & Long Term Goals

- Improve engagement with partner organizations (nonprofits, education institutions, NGOs)
- Improve outreach with employers (or industry sectors)
- Improve outreach with residents regarding education and employment opportunities
- Decrease time it takes to create ad hoc reports
- Increase the number of NC residents enrolled in job skill training programs
- 6 Increase % of NC residents who work in NC
- 7 Decrease NC resident commuting time
- 8 Increase the median household income

Short term

Long term





To achieve these goals, we set out to improve the City's data collection, analysis, and communication practices by....



Identifying new sources for education and labor data and establishing data flows from local government agencies, community partner organizations, and private companies.



Automating data collection and visualization in an internal economic recovery dashboard to reduce the time spent collecting data for annual and ad hoc city reports.



Establishing more frequent routines with policy-makers, local businesses and community organizations to use data to identify and address gaps in access to opportunities.



Developing a public-facing resource center to improve communications about education and employment opportunities with residents.

Status

We have identified 3 open data sources and 4 local data sources.

We already have 40 data visualizations in the economic development dashboard.

We are planning to host routine community partner roundtables.

We have developed an education/employment resource center for residents. Launch date TBD



We are now collecting data from 5 new datasets, giving us a more robust understanding of National City's current and future economy

This data will help identify and improve its decision making across multiple policy areas:

Demographic data from local education institutions...

- will help us to bridge gaps in opportunities to employment or education opportunities & improve outreach with residents
- Labor force and priority job projections from the Economic Development Department of CA...
- will help us collaborate with partners to promote career advancement and increase the median household income
- Monthly local and state unemployment data economic Development Department of CA...
- will enable us to identify and respond quickly to drops in employment rates

Inflow/outflow of workers to and from National City from the Census Bureau's LEHD Data...

- will enable us to monitor the impact of our initiatives to helpus reach our goal of 10 minute neighborhoods
- Demographic data on National City's labor force from the Census Bureau's LEHD Data...

will help us collaborate with partners to develop strategies to achieve our long term goals (goals 5-7 on slide 5



We have built a dashboard to support our ongoing effort to monitor and identify opportunities for economic development in National City

The economic development dashboard will visualize...

- Business activity
- Current employment and unemployment data
- Future labor force projections
- Demographic data from local education institutions
- Population and housing information





We have already engaged with 6 community partners and plan to host routine roundtable discussion to advance the city's goals

We have already engaged with...

- The Chamber of Commerce
- Sweetwater High School
- Sweetwater Adult School
- Southwestern College
- SANDAG
- San Diego Workforce Partnership

Outcomes of these initial engagements have included:

- Information regarding key employers in National City, ongoing job fairs, and employment opportunities
- A commitment to provide ongoing demographic data on National City students from local education institutions
- Open source (local to National City and San Diego County) economic and workforce data
- Opportunity to partner with San Diego
 Workforce to support the advancement of city education and labor goals



We developed a public-facing resource center to improve communications with residents

This information will help to improve communication with residents regarding...

- Local resources to support career advancement
- Information about local education institutions
- Projections of priority job sectors





City Council Comments/Direction

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Please scroll down to view the backup material.

Item # ____ 06/15/21

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AdminSure, Inc., effective August 1, 2021, for Workers' Compensation Third Party administration and claims review in the initial amount of \$97,305 period of one year; and authorizing the City Manager to execute future amendments extending the term of the agreement by one year increments for up to an additional four years. (Human Resources) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:

June 15, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AdminSure, Inc., effective August 1, 2021, for Workers' Compensation Third Party administration and claims review in the initial amount of \$97,305 period of one year; and authorizing the City Manager to execute future amendments extending the term of the agreement by one year increments for up to an additional four years.

PREPARED BY: Robert J. Meteau, Human Resources Director

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:

EXPLANATION:

The City of National City contracts for Third Party Administration of its Workers' Compensation Program. Staff hereby recommends that the City Council authorize the Mayor to execute an agreement with AdminSure, Inc. to act as a Third Party Administrator on behalf of the City of National City for Workers' Compensation administration and claims review effective August 1, 2021 for a period of one year; and authorizing the City Manager to execute future amendments extending the term of the agreement by one year increments for up to an additional four years.

FINANCIAL STATEMENT:	APPROVED:	Min and	Finance
ACCOUNT NO.	APPROVED:		MIS

Year 1 Year 2 Year 3 Year 4 Year 5

627-407-081-433 (WC Claim Costs) \$97,305 \$100,224 \$103,230 \$106,327 \$109,517

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE:	INTRODUCTION:	FINAL ADOPTION:	
OINDIIW HITCE:	INTINODO CHON.	I INAL ADOFTION.	

STAFF RECOMMENDATION:

Adopt the resolution authorizing the Mayor to execute an agreement with AdminSure, Inc. for the Third Party Workers' Compensation administration and claims review.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Agreement
- 2. Scope of Services
- 3. Price Proposal
- 4. Resolution

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ADMINSURE, INC.

THIS AGREEMENT is entered into on this 1ST day of August 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ADMINSURE, INC., a Third Party Administrator of Workers' Compensation Programs (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide comprehensive Workers' Compensation claims administration services in a manner consistent with the claims administration standards and reporting and reimbursement procedures of the CITY'S excess Workers' Compensation carrier.

WHEREAS, the CITY has determined that the CONTRACTOR is a Third Party Administrator of Workers' Compensation Programs and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform Third Party Workers' Compensation claims administration, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 1, 2021. The duration of this Agreement is for the period of August 1, 2021 through July 31, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional four (4) years term. The Parties may exercise up to four one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.
- 3. **SCOPE OF SERVICES.** The CONTRACTOR will perform Third Party Workers' Compensation Claims Administration services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings as mutually agreed to keep staff advised of the progress on the project.

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

- 4. **PROJECT COORDINATION AND SUPERVISION.** Robert J. Meteau, Jr. Human Resources Director hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Alithia Vargas-Flores thereby is designated as the Project Director for the CONTRACTOR.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A". The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "B". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding

reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

- 9. <u>CONTROL</u>. Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as set forth in this Agreement. The CONTRACTOR, or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONTRACTOR and its agents, servants, and employees are wholly independent from the CITY and CONTRACTOR'S obligations to the CITY are solely prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

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

12. STANDARD OF CARE.

- A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. <u>NON-DISCRIMINATION PROVISIONS</u>. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
- 14. <u>CONFIDENTIAL INFORMATION</u>. The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR

shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

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

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

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

16.1 <u>PERS Eligibility Indemnification</u>. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue

to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

- 16.2 <u>Limitation of CITY Liability</u>. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
- 16.3 <u>Indemnification for Employee Payments</u>. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.
- 17. WORKERS' COMPENSATION. The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.
- 18. <u>INSURANCE</u>. The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall

name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

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

- H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.
- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 19. <u>LEGAL FEES</u>. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

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

20. TERMINATION.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.
- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.
- 21. <u>NOTICES</u>. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally

delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Robert J. Meteau, Jr.

Human Resources Director Human Resources Department

City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONSULTANT:

Alithia Vargas- Flores President/Director of Operations AdminSure, Inc. 3380 Shelby Street Ontario, CA 91764-5566

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

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

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk

of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONTRACTOR.

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

24. <u>ADMINISTRATIVE PROVISIONS.</u>

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Assignment & Assumption of Rights. CONTRACTOR shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
- H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- I. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.
- J. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the

parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

- L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- M. Subcontractors or Subconsultants. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- N. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY	ADMINSURE, INC.
By:Brad Raulston, City Manager	By: Alithia Vargas - Harry Alithia Vargas-Flores
	Alithia Vargas-Flores
APPROVED AS TO FORM:	(Print)
	President Director of Operations
By:	President/Director of Operations
Jennifer K. Gilman Deputy City Attorney	By: Ashley Sells
	Asiney Sens
	(Print)
	corporate secretary
	Corporate Secretary



Adopted: December 6, 1985 Last Amended: July 1,2019

SCOPE OF SERVICES WORKERS' COMPENSATION CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by Public Risk Innovation, Solutions, and Management (hereinafter PRISM) in accordance with Article 18(b) of the <u>PRISM Joint Powers Agreement</u>. It is the intent of these Standards to ensure compliance with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Standards, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIMS HANDLING - ADMINISTRATIVE

A. Case Load

- 1. Each claims examiner assigned to the Member should handle a targeted caseload of 150 but not to exceed 165 claims. In situations where caseloads include future medical and medical only claims, these claims shall be counted as 2:1 in the caseload limit.
- 2. Supervisory personnel should not handle a caseload, although they may handle specific issues or a small number of conflict claims.

B. Case Review and Documentation

- 1. Documentation shall reflect any significant developments in the file and include a plan of action. Plan of action statements shall be updated at the time of examiner diary review.
- 2. The examiner shall review indemnity and medical-only files at intervals not to exceed 45 calendar days. Future medical files shall be reviewed at intervals not to exceed 90 calendar days.
- The supervisor shall review all new claims within 60 calendar days
 of initial set up and subsequently monitor activity on indemnity files
 at intervals not to exceed 120 calendar days. Future medical files
 shall be reviewed by the supervisor at intervals not to exceed 180
 calendar days.

4. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. If claims are maintained in a paperless system, documents shall be clearly identified (e.g., medical report, WCAB Orders, legal, etc.).

5. Medical Only Claims

- a. If a medical-only claim is still open at 90 calendar days, it shall be transferred to an indemnity examiner.
- b. If, at any time, it is anticipated there will be indemnity benefits paid, the claim shall be transferred to an indemnity claim type.
- c. If the medical-only claim remains open at 180 days, the claim shall be converted to an indemnity claim type, unless there is documentation showing that medical treatment will be ending and the claimant will be discharged from care within the next 30 days, or the claimant is only seeking treatment for a blood-borne pathogen exposure protocol.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt.

4. Ongoing Claimant Contact

On cases involving unrepresented injured workers who are offwork, telephone contact shall be made at a minimum of once every 30 days and within 3 working days after discharge from the hospital or outpatient facility following a surgical procedure. This is in addition to nurse case management involvement on claims where nurse case managers are assigned.

D. Fiscal Handling

- 1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis and prior to sending a benefit termination notice to verify that statutory benefits are paid appropriately. Balancing is defined as, "an accounting of the periods and amounts due in comparison with what was actually paid".
- 2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file.

E. Medicare Reporting

Mandatory reporting to the Center for Medicaid Services (CMS) shall be completed directly or through a reporting agent in compliance with Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007 ("MMSEA"). Medicare eligibility shall be documented in the claim file at time of settlement evaluation.

II. CLAIM CREATION

A. Three-Point Contact

Three-point contact shall be conducted on all claims with the non- represented injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self-administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. This initial contact should be substantive and clearly documented in the claim file. In the event a party is non-responsive, there shall be evidence of at least three documented attempts to reach the individual.

B. Compensability

The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self-administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self-administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim.

- 2. Delay of benefit letters shall be mailed in compliance with the Division of Workers' Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self-administered entity timely to comply with DWC guidelines, the third party administrator or self-administered entity shall mail the benefit letters within 7 calendar days of notification.
- 3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form.

C. AOE/COE Investigation

If a decision is made to delay benefits on a claim, an AOE/COE investigation shall be initiated within 3 working days of the decision to delay. This may include, but is not limited to, assigning out for witness/injured worker statements, initiating the QME/AME process, requesting medical records, etc.

D. Reserves

- 1. Using the information available at claim file set up, an initial reserve shall be established for the most probable case value.
- 2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim.

E. Indexing

All claims shall be reported to the Index Bureau at time of initial set up and re-indexed on an as needed basis thereafter. Blood borne pathogen exposure claims are an exception to this requirement.

PRISM maintains membership with the Index Bureau that members can access.

III. CLAIM HANDLING - TECHNICAL

A. Payments

- 1. Initial Temporary and Permanent Disability Indemnity Payment
 - a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or selfadministered entity is not notified of the injury and disability

within 14 calendar days of the employer's knowledge, the third party administrator or self-administered entity shall make payment within 7 calendar days of notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. Effective 1/1/2013, permanent disability payments shall be issued upon approval of an Award pursuant to Labor Code Section 4650(b)(2). Prior to a PD Award, advances may be due if the employer has not offered the employee a position paying at least 85% of their wages and compensation at time of injury or the employee is not employed in a position paying at least 100% of their wages and compensation at time of injury. This shall not apply with salary continuation.

- b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or selfadministered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification.
- c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.
- d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self-administered entity shall request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim.
- 2. Subsequent Temporary and Permanent Disability Payments
 - a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability.
 - b. Ongoing indemnity payments shall be paid in accordance with Labor Code Section 4650(c).
 - c. Subsequent DWC benefit notices shall be issued in accordance with CCR 9812.
 - d. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7 of this document.
- 3. Final Temporary and Permanent Disability Payments

- a. All final indemnity payments shall be issued timely.
- b. The appropriate DWC benefit notices shall be issued in accordance with CCR 9812.
- c. Self-imposed penalty shall be paid on late payments in accordance with Section III. A.7. of this document.

4. Award Payments

- a. The claim file shall reflect demonstrated efforts to initiate/batch payments on undisputed Awards, Commutations, or Compromise and Release agreements within 10 working days following receipt of the appropriate document, unless the Award indicates payment is due sooner.
- b. For all claims in the Primary Workers' Compensation (PWC)
 Program and/or excess reportable claims, copies of all
 Awards shall be provided to PRISM at time of payment.

5. Medical Payments

- a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness, approved for payment and paid within 60 days of receipt.
- The medical provider shall be notified in writing within 30 days of receipt of an itemized bill if a medical bill is contested, denied or incomplete.
- A bill review process should be utilized whenever possible.
 There should be participation in a PPO and/or MPN whenever possible.

6. Injured Worker Reimbursement Expense

- a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement.
- Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date of travel.

7. Penalties

- a. Penalties shall be coded so as to be identified as a penalty payment.
- b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis.
- c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment

- 1. Each Member shall have in place a Utilization Review process as set forth in Labor Code Section 4610.
- Disputes regarding utilization review determinations shall be resolved using the Independent Medical Review process set forth in Labor Code Section 4610.5.
- 3. Nurse case managers shall be utilized where appropriate. Rationale for assignment and continued necessity shall be documented in the claim notes at each regular diary review.
- 4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment

- Investigation into the existence of apportionment shall be documented.
- 2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued.

D. Disability Management,

The third party administrator or self-administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible.

- The third party administrator or self-administered entity shall notify a
 designated Member representative immediately upon receipt of an
 employee's permanent work restrictions so that the Member can
 determine the availability of alternative, modified or regular work.
- 3. If there is no response within 20 calendar days, the third party administrator or self-administered entity shall follow up with the designated Member representative.
- 4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1, which requires an interactive process with the injured worker when addressing a return to work particularly with permanent work restrictions.
- 5. Third party administrators or self-administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Supplemental Job Displacement Benefits

- Supplemental Job Displacement Benefits Dates of injury on or after 1/1/04 and before 1/1/13: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. Dates of injury on or after 1/1/13: Benefits pursuant to Labor Code 4658.7 shall be timely provided.
- 2. The third party administrator or self-administered entity shall secure the prompt conclusion of SJDB.

F. Reserving

- 1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g. surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. Where the SIP model does not apply, claims shall be reserved for the most probable value.
- 2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately.
- Permanent disability indemnity exposure shall include life pension reserve if appropriate.

- 4. Future medical claims shall be reserved in compliance with CCR 15300 (b)(4) allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy.
- 5. Allocated expense reserves shall include medical cost containment, legal, investigation, copy service and other related fees.
- 6. A reserve worksheet shall be utilized and/or detailed rationale substantiating reserve levels shall be documented within the claim file.

G. Resolution of Claim

- 1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall begin appropriate action to finalize the claim.
- 2. Follow up finalization efforts shall continue and be documented at regular diary reviews until resolution is complete.
- Settlement value shall be documented appropriately utilizing all relevant information.
- 4. Where settlement includes resolution of future medical for a Medicare beneficiary or an expected Medicare beneficiary, the settlement shall document the strategy to protect Medicare's secondary payer status.
- 5. Pursuant to CCR15400.2, claim files with awards for future benefits shall be reviewed for administrative closure two years after the last provision of benefits.

H. Settlement Authority

- No agreement shall be authorized involving liability, or potential liability, of PRISM without the advance written consent of PRISM. The member shall be notified of any settlement request submitted to PRISM.
- 2. The third party administrator shall obtain the Member's authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual contract between the Member and the claims administrator.

3. Proof of settlement authorization(s) shall be maintained in the claim

IV. LITIGATED CASES

The third party administrator or self-administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as "the Guidelines".

- 1. The third party administrator or self-administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations.
- 2. The third party administrator or self-administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. Initial referral and ongoing litigation management shall be timely and appropriate. The third party administrator or self-administered entity shall maintain control of the ongoing claim activities.
- Settlement proposals directed to the Member shall be forwarded by the third party administrator, self-administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal.
- 4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.
- 5. The third party administrator or self-administered entity shall comply with any reporting requirement of the Member.

V. SUBROGATION

 In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential.

- Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses.
- 3. If the third party is a governmental entity, a claim shall be filed with the governing board (or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. If the third party is a non-governmental entity, a complaint shall be filed in civil court within two years in order to preserve the statute of limitations.
- 4. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled.
- 5. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.
- 6. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments.
- 7. Member (and PRISM if applicable) approval is required to waive pursuit of subrogation or agree to a settlement of a third party recovery. This approval shall be documented in the claim file. In cases of self-administered entities, a process shall be documented noting the authority levels within the member organization to waive pursuit of subrogation or agree to a settlement of a third party recovery.

VI. EXCESS COVERAGE

- A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to PRISM within five working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through PRISM's website.
- B. Subsequent reports shall be transmitted to PRISM on a quarterly basis on all indemnity claims and on a semi-annual basis on all future medical claims or sooner if claim activity warrants, or at such other intervals as requested by PRISM, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form

available through PRISM's website, or a comparable form to be approved by PRISM.

- C. Reimbursement requests shall be submitted in accordance with PRISM's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through PRISM's website.
- D. A closing report with a copy of any settlement documents not previously sent shall be sent to PRISM.

Following is the history of amendments to this document:

Amended: March 4, 1988
Amended: October 7, 1988
Amended: October 6, 1995
Amended: October 1, 1999
Amended: June 6, 2003
Amended: March 2, 2007
Amended: July 1, 2009
Amended: July 1, 2011
Amended: March 2, 2012
Amended: October 4, 2013
Amended: July 1, 2019

Summary of TPA Fees with Bill Review Services

	Janimary or 11	A rees with b	ili Keview Servi	1	
TPA Fees	Group Pricing			City of National City Fees	
Year 1				\$97,305	
Year 2				\$100,224	
Year 3				\$103,230	
Year 4				\$106,327	
Year 5				\$109,517	
Total				\$516,603	
Services Included (Y/N) If no, in	nclude fee				***************************************
MMSEA Fee	Yes				
Conversion Fee	Yes			for each	
Assumption of tail claims	Yes				
License fee for VOS	Yes				
Monthly reports	Yes				
SIP Annual Report	Yes				
1099's	Yes				
DWC-1, posters, pamphlets	Yes				
Index checking	Yes				
Attendance at hearings	Yes				
Storage of claims	Yes				
Check printing	Yes				
Banking feesAny banking	fees shall b	e between t	ne City and t	he City's ch	oice of Bar
UR Stat approvals	See Utiliza	ion Review			
Filing fees	Yes				
Correspondence fees	Yes				
Medical Provider Network					
Annual Maintenance Fee		1	he City's ch	pice of MPN	Provider(s)
Creation of MPN	Same as above	1			
MPN Update fees	Same as above				
	do no charge on any fee				
Per bill	\$10 plus 60	rents e-hili	70CR fee when	annlicable	
In Patient Medical Fee	Q10, Plus .00	Lenes e Dii.	J GCR TEE WHEN	applicable.	
Schedule (IMFS)	No additiona	l N fee			
PPO Network - % of savings		1	O savings. The	re are no prod	feer if the
fee & Cap *Cap:\$10k	· '	575	M savings. The	Le are ulo bad	lees II the
Pharmacy	are no PPO sa No additiona			i	
U&C Savings	No additiona				
Outpatient	No additiona	i			
Negotiated	No additiona	IT iee	J.		

Medical EDI	No additiona	l fee				
Duplicates	No additiona	l fee				
Other	No additiona			7,		
* * * M	e do not prov	ide Nurse (lase Managemen	nt Services.	We utilize	
Nurse Case Management	Citarla abaia	of govern		nd ama ahla	mal-	
Nurse Case Management the Early Intervention/Triage	city's choice	or service	providers a	id are able	to make	
Other	mmendations/		ould the Cit	not have a		
Utilization Review *** Please see below: ***						
1st Level Peer Review						
Peer to Peer						
Other						

^{*}Flat fee, 5% of billed charges capped at \$750, or flat fee of \$85/\$170 per decision/review.

^{*}Flat Physician Review fee billed at cost, at the rate of \$200 per hour, billed in 10-minute increments.

ADMINSUREI

 $ACORD_{\scriptscriptstyle{\mathsf{IM}}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Rocio Gutierrez					
Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656	PHONE (A/C, No, Ext): 949 900-1780 (A/C, No):					
	E-MAIL ADDRESS: rocio.gutlerrez@marshmma.com					
	INSURER(S) AFFORDING COVERAGE					
	INSURER A: Sentinel Insurance Company Ltd	11000				
AdminSure, Inc. 3380 Shelby Street Ontario, CA 91764	INSURER B : Twin City Fire Insurance Company	29459				
	INSURER C : Evanston Insurance Company	35378				
	INSURER D : United States Fire Insurance Company	21113				
	INSURER E : Underwriters at Lloyds					
	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	TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	3
A	X COMMERCIAL GENERAL LIABILITY	INGIC 111B	72SBABD7973	1	01/01/2022	EACH OCCURRENCE	\$2,000,000
1	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$4,000,000
<u> </u>	OTHER:			ļ			\$
Α	AUTOMOBILE LIABILITY		72SBABD7973	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS		-			BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
L_							\$
Α	X UMBRELLA LIAB X OCCUR		72SBABD7973	01/01/2021	01/01/2022	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$.
	DED RETENTION \$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		72WECNG7400	01/01/2021	01/01/2022	X PER STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)			İ		E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liab		MKLV3PEO001615	10/19/2020	01/01/2022	\$5,000,000 Claim/Agg	
D	Crime (401K)		6260378562	10/13/2020	01/01/2022	2 \$2,000,000/Ded varies	
E	Cyber-w-3rdParty		ESJ0419616911	07/01/2020	07/01/2021	\$2,000,000theftfraud	lprv

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of National City, its elected officials, officers, agents, and employees are included as additional insured as respects to General Liability as required by written contract or agreement per the attached endorsement. Primary & non-contributory status applies as respects to General Liability as required by written contract or agreement per the attached endorsement. Waiver of subrogation applies as respects to Workers' Compensation as required by written contract or agreement per the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of National City C/O Risk Manager 1243 National City Blvd	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
National City, CA 91950	AUTHORIZED REPRESENTATIVE
	any Frida

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/2022

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. -Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:
 - (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work,
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract":
 - (2) This insurance applies to such liability assumed by the insured;
 - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
 - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. — Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

Applicable To Business Liability Coverage
 This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

 (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire":
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on insured's behalf performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical. hvdraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed

- released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

BUSINESS LIABILITY COVERAGE FORM

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement":
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (c) Title of any literary or artistic work;
- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. — Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any antitrust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".
- t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard Included with the "products-completed operations hazard".

g. Business Liability Exclusions
 Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. — Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- **(b)** Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "productscompleted operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds:
- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations -Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit":
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual:
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

((a) Primary) (Insurance) (When) (Required By Contract)

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory) (To) Other (Insurance) (When) (Required By Contract)

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage,

Waiver Of Rights Of Recovery (Waiver) Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- **b.** In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured -Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

- Insured State Or Political Subdivision Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured - Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- **b.** The insurance afforded to the vendor is subject to the following additional exclusions:
 - (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- **b.** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- Additional Insured Owners, Lessees Or Contractors – Scheduled Person Or Organization
 - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
 - a. (1) Radio;
 - (2) Television;
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper:
 - b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
 - **c.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- **b.** An interactive conversation between or among persons through a computer network.
- 2. "Advertising idea" means any idea for an "advertisement".
- "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- 4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada:
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on:
 - b. Created or used on; or
 - c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removal of "your product" or "your work"; or
- **b.** Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement: or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - **b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered:

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 15. "Mobile equipment" means any of the following types of land vehicles; including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads:
 - **d.** Vehicles, whether self-propelled or not, on which are permanently mounted:

- Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers:
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- **16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - **b.** Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Volunteer worker" means a person who:
 - a. Is not your "employee";

- b. Donates his or her work;
- Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

INSURED: AdminSure, Inc.

POLICY#:

72WECNG7400

POLICY PERIOD:

01/01/2021

TO: 01/01/2022



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM **OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ADMINSURE, INC., FOR \$97,305 AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS

WHEREAS, the City of National City ("City") contracts for third party administration ("TPA") of its Workers' Compensation Program; and

WHEREAS, in 2016, the City Council adopted Resolution No. 2016-88, authorizing the Agreement with Adminsure, Inc. to act as the City's TPA.

WHEREAS, the 2016 Agreement with Adminsure, Inc. is set to expire; and

WHEREAS, City staff recommends that the City Council authorize the Mayor to execute an Agreement with AdminSure, Inc., and have it continue to act as the City's TPA for Workers' Compensation Administration and Claims Review effective August 1, 2021, in the initial amount of \$97,305 for one (1) year; and

WHEREAS, City staff recommends that the City Council authorize the City Manager to execute future amendments extending the term of the Agreement by one-year increments for up to an additional four (4) years.

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

Section 1: Authorizes the Mayor to execute an Agreement with AdminSure, Inc., and have it continue to act as the City's TPA for Workers' Compensation Administration and Claims Review effective August 1, 2021, in the initial amount of \$97,305 for one (1) year.

Section 2: Authorizes the City Manager to execute future amendments extending the Agreement's term by one-year increments for up to an additional four (4) years.

Section 3: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the first amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law for the not to exceed amount of \$150,000. (City Manager)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving the first amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law for the not to exceed amount of \$150,000.

PREPARED BY: Tony Winney, Assistant City Manager DEPARTMENT:

City Manager's Office

PHONE: (619) 336-4240

APPROVED BY:

EXPLANATION:

The City engages outside legal support for specialized areas. On March 1, 2021, the City executed an agreement with Kreisberg Law Firm to provide the City Manager a full range of legal services related to labor negotiations and relations.

The City will be embarking upon labor negotiations with its three formal labor groups this year. This amendment will allow Kreisberg Law Firm to continue to represent the City during negotiations, including any necessary special studies, and on a retainer basis after negotiations are completed in a not to exceed amount of \$150,000. The amendment also extends the term of the agreement to include two, one year extensions available through December 2023.

FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS
lander of the control		

Sufficient funds exist in the Non-Departmental Professional Services account 001-409-000-213-0000.

ENVIRONMENTAL REVIEW:

N/A

FINAL ADOPTION: ORDINANCE: INTRODUCTION:

STAFF RECOMMENDATION:

Approve the attached Resolution authorizing the first amendment to the agreement with Kreisberg Law Firm.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment A – Resolution approving the first amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law for the not to exceed amount of \$150,000 Attachment B – First Amendment to the Agreement with Kreisberg Law Firm

AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND KREISBERG LAW FIRM LLP

THIS 1ST AMENDMENT TO THE AGREEMENT is entered into this ____ day of _____, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and KREISBERG LAW FIRM LLP, a limited liability partnership (the "FIRM").

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement on March 1, 2021 ("the Agreement"), wherein the FIRM agreed to provide as-needed, general legal services regarding labor relations and labor negotiations matters services for a not-to-exceed amount of \$49,000, concluding December 31, 2021, with no additional extensions; and

WHEREAS, the parties desire to amend the Agreement by including a provision stating that the Agreement may by extended by mutual agreement upon the same terms and conditions for an additional one (1) year term and that the Parties may exercise up to two (2) one-year extensions; and

WHEREAS, the parties desire amend the Agreement to extend the scope of legal services to include classification and compensation services and comparative staffing analysis, and authorize the use of subconsultants for special projects; and

WHEREAS, the parties desire to amend the Agreement to cover the cost of providing the increased scope of services, extension in term and increased cost from the amount of \$49,000 to the not-to-exceed amount by \$101,000 for a total not-to-exceed amount of \$150,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

- 1. The March 1, 2021 Agreement is hereby amended to include a provision to extend the term of the Agreement to include two, one year extensions available through December 2023.
- 2. Article 3 of the March 1, 2021 Agreement is hereby amended to include "special studies, including those involving classification, compensation and staffing analysis. Compensation for these "special studies" shall be set forth in Article 4 of this Agreement"; and

First Amendment to March 1, 2021 Agreement

Page 1 of 2

City of National City and KREISBERG LAW FIRM LLP

- 3. Article 4 of the Agreement is hereby amended to state the following:
 - a. Compensation. The total compensation to FIRM for providing the services set forth herein shall not exceed \$150,000.
 - b. "The CITY shall pay FIRM for any subconsulting special studies based upon the mutually agreed upon price acknowledged in writing by CITY prior to the start of work. The total amount of any special studies shall be included within the overall not-to-exceed amount of \$150,000."
- 4. Article 15 of the agreement is hereby amended to add the following:
- K. Subcontractors or Subconsultants. The CITY is engaging the services of the FIRM identified in this Agreement. The FIRM shall not subcontract any portion of the work, unless such subcontracting was part of the original or amended proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the indemnification and hold harmless provision of Section 9 and the insurance provisions in Section 10 of this Agreement.
- 5. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the March 1, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY	KREISBERG LAW FIRM LLP
Ву:	By: Edund 2 Mily
Brad Raulston, City Manager	(Name)
APPROVED AS TO FORM:	(Print) (Print)
By:	Principal
Charles E. Bell Jr. City Attorney	(Title)

First Amendment to March 1, 2021 Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2021

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). Brady Ward PHONE Jaffe-Schlossberg, Inc. (415) 221-5340 FAX (A/C, No): (415) 221-5395 (A/C, No, Ext): E-MAIL 3502 Geary Blvd, 3rd Floor ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # San Francisco CA 94118 Sentinel Ins Co, LTD 11000 INSURER A: INSURED INSURER B: The Kreisberg Law Firm, LLC INSURER C : 2225 E Bayshore Rd Ste 200 INSURER D : INSURER E : Palo Alto CA 94303 INSURER F COVERAGES CL2121805762 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	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
l	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
Α		Y		57SBMBN2383	01/08/2021	01/08/2022	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
l	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS			57SBMBN2383	01/08/2021	01/08/2022	BODILY INJURY (Per accident)	\$
l	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE				1		E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
							4	
l								
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule, may be	ttached if more s	pace is required)		
City	of National City, its officers, officials, employ	ees,	and v	olunteers are included as Additional	nsureds, as red	uired by writte	n contract, per the Business	i ,
by A	ility Coverage SS0008 attached to this polic dditional Insureds.	y. As	requii	ed by written contract, this insurance	e is Primary and	d Non-contribut	ory with any insurance carri	ed
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	City of National City				EXPIRATION D CORDANCE WIT		F, NOTICE WILL BE DELIVER PROVISIONS.	RED IN

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City of National City c/o Risk Manager

National City

1243 National City Boulevard

CA 91950

AUTHORIZED REPRESENTATIVE

QUICK REFERENCE BUSINESS LIABILITY COVERAGE FORM READ YOUR POLICY CAREFULLY

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. -Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:
 - (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred. in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property occurred, damage" then continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section
 C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - **(3)** Because of your operations; provided that:
 - The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (2) This insurance applies to such liability assumed by the insured;
 - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract":
 - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
 - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

Applicable To Business Liability Coverage
 This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

 (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on insured's behalf performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical. hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold. store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they discharged, dispersed

- released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services:
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (c) Title of any literary or artistic work;
- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site:
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any antitrust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".
- t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c**. through **h**. and **k**. through **o**. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D**. - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

operations hazard".

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard Included with the "products-completed

g. Business Liability Exclusions
 Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "productscompleted operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - **(b)** In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- **b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection

with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C**. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations; or
- **b.** In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured -Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C**. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

- Insured State Or Political Subdivision Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured - Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- **b.** The insurance afforded to the vendor is subject to the following additional exclusions:
 - (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - **(b)** Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured - Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- Their financial control of you; or
- **b.** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- Additional Insured Owners, Lessees Or Contractors – Scheduled Person Or Organization
 - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section \mathbf{D} . – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
 - a. (1) Radio;
 - (2) Television;
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper;
 - b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
 - **c.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.
- 2. "Advertising idea" means any idea for an "advertisement".
- "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- 4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada:
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- **7.** "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on: or
 - c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- **10.** "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removal of "your product" or "your work"; or
- **b.** Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **14.** "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - **d.** Vehicles, whether self-propelled or not, on which are permanently mounted:

- Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers:
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- **16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - False arrest, detention or imprisonment;
 - b. Malicious prosecution:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Volunteer worker" means a person who:
 - a. Is not your "employee";

- b. Donates his or her work:
- **c.** Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND KREISBERG LAW FIRM LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LABOR LAW FOR THE NOT TO EXCEED AMOUNT OF \$150,000

WHEREAS, the City of National City ("City") engages outside legal support for specialized areas; and

WHEREAS, on March 1, 2021, the City executed an agreement with Kreisberg Law Firm LLP to provide the City Manager a full range of legal services related to labor negotiations and relations; and

WHEREAS, this amendment will allow Kreisberg Law Firm to continue to represent the City during negotiations, including any necessary special studies, and work on a retainer after labor negotiations; and

WHEREAS, the amendment will also provide parties with an option to extend the term of the agreement with two (2) one year extensions; and

WHEREAS, City staff recommends City Council's approval on the first amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law for the not-to-exceed amount \$150,000.

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

Section 1: Approves the first amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law for the not-to-exceed amount of \$150,000 and provide parties with an option to extend the term of the agreement with two (2), one-year extensions.

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

PASSED and ADOPTED this 15th day of June, 2021.

ATTEST:	Alejandra Sotelo-Solis, Mayor
Luz Molina, City Clerk	
APPROVED AS TO FORM:	

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the agreement between the City of National City and the Center for Public Safety Management for on-call and as-needed operational/workload analysis services in the specialized area of public safety for the not to exceed amount of \$150,000. (City Manager)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

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Resolution of the City Council of the City of National City approving the agreement between the City of National City and the Center for Public Safety Management for on-call and as-needed operational/workload analysis services in the specialized area of public safety for the not to exceed amount of \$150,000.

PREPARED BY: Tony Winney, Assistant City Manager DEPARTMENT: City Manager's Office

PHONE: (619) 336-4240 APPROVED BY:

EXPLANATION:

See attached Exhibit A.

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ACCOUNT NO.

APPROVED:

APPROVED:

Finance

MIS

Sufficient funds exist in the Non-Departmental Professional Services account 001-409-000-213-0000. Funds will be allocated on an as-needed project basis.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the attached Resolution authorizing the execution of the agreement between the City of National City and the Center for Public Safety Management for on-call and as-needed operational/workload analysis services in the specialized area of public safety for the not to exceed amount of \$150,000.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment A – Explanation

Attachment B – Resolution of the City Council of the City of National City approving the agreement between the City of National City and the Center for Public Safety Management for on-call and as-needed operational/workload analysis services in the specialized area of public safety for the not to exceed amount of \$150,000.

Attachment C – Agreement with the Center for Public Safety Management

Explanation- Agreement with the Center for Public Safety Management 6/15/21 City Council Meeting

The Center for Public Safety Management (CPSM) was launched by the International City/County Management Association (ICMA) ICMA to provide support to local governments in the areas of police, fire, and emergency medical services. CPSM is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations.

CPSM's local government technical assistance experience includes workload and deployment analysis, using their unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. They have conducted over 348 such studies in 39 states and provinces and 211 communities ranging in size from 8,000 to 800,000 residents.

The City would utilize CPSM on an as-needed basis to review the operations of the Fire and Police Departments and conduct a data-driven forensic analysis to identify actual workload. This forms the basis for determining what is driving overtime, workloads and service demands. The assessments may also:

- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the departments.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the industry's best practices;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;
- Determine staffing analysis using workload and performance for fire, EMS, and police departments.
- If desired, an additional option would be the National Research Council and National Citizen Survey for the National Police Services Survey to determine what the community desires to complete the task of a community-focused strategic plan.

The proposed on-call agreement with CPSM would be in the not-to exceed amount of \$150,000, starting July 1, 2021 through June 30, 2023. The Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND

THE CENTER FOR PUBLIC SAFETY MANAGEMENT

THIS AGREEMENT is entered into this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and THE CENTER FOR PUBLIC SAFETY MANAGEMENT, a Washington, D.C. limited liability company (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide workload and operational analysis of police, fire/EMS, and community engagement services.

WHEREAS, the CITY has determined that the CONSULTANT is a provider of public safety technical assistance for the International City/County Management Association and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide an analysis of police, fire/EMS, and community engagement services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2021 The duration of this Agreement is for the period of July 1, 2021 through June 30, 2023. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.
- 3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

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

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

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

- 4. **PROJECT COORDINATION AND SUPERVISION.** The City Manager hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Thomas Wieczorek thereby is designated as the Project Director for the CONSULTANT.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$150,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

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

upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

- 9. <u>CONTROL</u>. Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.
- 11. <u>LICENSES, PERMITS, ETC</u>. The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally

required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

- A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
- 14. <u>CONFIDENTIAL INFORMATION</u>. The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such

information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

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

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

16. <u>EMPLOYEE PAYMENTS AND INDEMNIFICATION</u>.

16.1 <u>PERS Eligibility Indemnification</u>. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR

notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

- 16.2 <u>Limitation of CITY Liability</u>. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
- 16.3 <u>Indemnification for Employee Payments</u>. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.
- WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.
- 18. <u>INSURANCE</u>. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- A. X If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply

solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

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

- H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.
- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher

limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

20. TERMINATION.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.
- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.
- 21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed

by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:

Tony Winney

Assistant City Manager City Manager's Office City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONSULTANT:

Thomas Wieczorek Director The Center for Public Safety Management 475 K Street, Suite 702 Washington, DC 20001

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

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

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

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

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

24. ADMINISTRATIVE PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. *Exhibits and Schedules*. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Assignment & Assumption of Rights. CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
- H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- I. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.
- J. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made

by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

- L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- M. Subcontractors or Subconsultants. The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- N. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY	THE CENTER FOR PUBLIC SAFETY MANAGEMENT (Corporation – signatures of two corporate officers required) (Partnership or Sole proprietorship – one signature)
By:Alejandra Sotelo Solis, Mayor	By: Moning Dugael (Name)
APPROVED AS TO FORM: By:	Thomas J. Wieczorek (Print) Director (Title)
Charles E. Bell Jr. City Attorney	By:
	(Print) (Title)

PROPOSAL FOR

COMPREHENSIVE ANALYSIS OF POLICE, EMS, FIRE SERVICES

NATIONAL CITY, CALIFORNIA





CPSM°

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC 475 K STREET NW STE 702 • WASHINGTON, DC 20001



Exclusive Provider of Public Safety Technical Services for International City/County Management Association



May 24, 2021

Brad Raulston, City Manager 1243 National City Blvd. National City, CA 91950

Dear Mr. Raulston:

The Center for Public Safety Management, LLC, (CPSM) as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to the City of National City, California for an analysis of police, fire/EMS, and Chief Selection services. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload. This forms the basis for determining what is driving overtime; workloads; and service demands;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the departments.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the industry's best practices;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;
- Determine staffing analysis using workload and performance for fire, EMS, and police departments.
- If desired, an additional option would be the National Research Council and National Citizen Survey for the National Police Services Survey to determine what the community desires to complete the task of a community-focused strategic plan.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter experts. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience from hundreds of projects completed for municipalities nationwide. The team we assemble for you will be true "subject matter experts" with hands-on emergency services experience, not research assistants or interns.

From our discussions, Chief Tellez has been with the department for 33 years and is looking at retirement in the future. Changes have been made within the executive team of the city and thus the planning for future leadership in the police department is critical. The existing department consists of 88 persons. Overtime is a concern, particularly with rising call volumes and the potential for burn-out. Looking at the causes and opportunities of managing overtime will be a critical component.

CPSM will also look at the executive team salaries in relation to staff they supervise to recommend changes as the city reorganizes.

Creation of a strategic plan based on the comprehensive assessment of the organization will be critical for identifying the ideal candidate to lead the organization into the future.

On the fire side of operations, the city has 39 fire fighters serving the 63,000 population. Negotiations are about to begin that will look at not only staffing for fire but opportunities for EMS. The fire department does not handle transports and consent of the county would be needed for some options to be viable.

CPSM was asked to present all options for the fire and EMS that would include bringing transport in-house. The fire department runs a two-person squad within the city at this time and would like to analyze whether expansion of the program could generate additional funds for the city as well as improving service to its citizens. AMR is the transport agency and pays the city \$315,000 for a franchise fee and \$40,000 to rent station space. They also conduct training for the department.

Complicating some decisions is the split environment for dispatch. The police department is in the process of expanding its dispatch operations and implementing a new CAD system. The fire department is under a 5-year agreement with San Diego at a cost of \$442,000 per year to handle dispatching and call processing. There are also two other entities in San Diego County that dispatch for fire – Heartland and North County Dispatch JPA (aka North Comm). The City would like to include options for dispatch including bringing it in-house.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I can be reached at 616-813-3782 or via email at twieczorek@cpsm.us.

Sincerely,

Thomas J. Wieczorek

Director

Center for Public Safety Management. LLC

THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The <u>International City/County Management Association (ICMA)</u> is a 103-year old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website, www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services.

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

We have conducted over 346 such studies in 43 states and provinces and 246 communities ranging in population size 8,000 (Boone, IA) to 800,000 (Indianapolis, IN).

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 - Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, identifying agency point of contacts and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the operations leads will deliver an information request to the departments. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c - Data Certification - 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and draft, unedited data reports will be delivered to the departments for review and comment. After the data draft reports are delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The departments will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft reports. The Department must specify all concerns with the draft reports at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data reports will be finalized within 10 days.

Milestone 5 - Conduct On-Site Visit - 30 days

Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to the departments' point of contact. Again, the departments will have 10 days to review and comment.

Milestone 7 - Final Report 15 days

Once the departments' comments and concerns are received by CPSM the combined final reports will be delivered to the departments within 15 days.

TOTAL ELAPSED TIME: 105 - 135 days

The Chief Selection Process would begin simultaneously and utilize information from the Police Study.



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THE CPSM APPROACH - FIRE/EMS

Operations Review

The City of National City is evaluating future EMS service delivery models along with dispatch which would include, potentially, moving from San Diego to either in-house (police department) or with another regional provider. As in many cities, staffing of fire/EMS is being discussed, particularly if EMS were offered in a different format. All options would be reviewed.

Using information analyzed by the data team, an operational assessment by CPSM technical experts will be conducted to evaluate the deployment of emergency resources.

The CPSM team will evaluate equipment, maintenance, records, policies, procedures, mapping, implemented technology and innovations, facilities, training, and staff to create recommendations for future service delivery.

The team may meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around key performance and analysis areas in the completion of the report and include:

- Comprehensive Data Analysis
 - Incident Type Workload
 - Response Time
 - Unit Workload
 - Analysis of Busiest Hour
- Governance and Administration
 - Organizational Structure
 - Organizational Leadership
 - Staffing and Deployment
 - External Relationships
- Organizational Behavior/Management/Processes
 - Time Allocation of Staff
 - Organizational Communication
 - Strategic Planning
 - Performance Measurement
- Financial Resources (Operating and Capital Resources)
- Programs (To include fire suppression, EMS, fire prevention, public education, fire investigation, technical rescue, hazardous materials, emergency management, and other service delivery programs)
- Risk Management/All hazards approach to community protection
- ISO/Accreditation Benefit Analysis
- Management and deployment of volunteers and career employees
- Station location analysis

Using GIS technology, we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units and call density.

The CPSM data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by CPSM to deliver the right resources at the right time.



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The resulting data study CPSM completes will gather and analyze data on the efficiency and effectiveness of the current deployment on the fire runs. Resource utilization will be quantified for concentration, location, and unit utilization.

The study will also analyze fire call data to provide a comprehensive review of how fire services are delivered to the community including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or buildings. Some examples of questions to be answered as a part of the study include: What was the average response time of the first arriving fire suppression unit capable of deploying extinguishing agent? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's non-emergency productive hours that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the community's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- Average response time of first arriving fire suppression unit capable of deploying extinguishing agent.
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

EMS

Emergency Medical Services

The role of EMS and its deployment methodology is changing – rapidly – in this COVID-19 pandemic. CPSM is monitoring several departments across the country, including two CSA's in San Diego County, and they are reporting more "at home" deaths from strokes and heart attacks, possibly the result of delaying transport to hospitals for career in the early onset of events. Heart attacks and strokes are also up for transport to emergency rooms across the country as people avoid hospitals and emergency treatment. Departments are also challenged with operating in a continual "hazmat-like" situation with emphasis on decontamination of equipment, facilities, and staff.

Fire Departments provide emergency medical services in addition to fire suppression duties. In this project, we will analyze EMS call data to provide a comprehensive review of emergency medical services including a detailed analysis of workloads and response times. The analysis of the workloads will begin with an in-depth study of the types of calls handled and their severity. The goal is to explicate the fundamental nature of the emergency medical challenge faced by the community's Fire Department. We will pay special attention to the most critical emergencies such as heart attack and serious vehicular accidents. We will also look at the level of EMS care being provided and evaluate the options and impacts of providing EMS care at the EMT, Intermediate or Paramedic levels.

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. These data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period for each ambulance company and the unit hour utilization (UHU). We will also determine how much EMS calls contribute to the workload of fire engine companies since they also respond to most calls. We will document any dramatic variations by time of day and day of week as well as seasonal variations.

Response time is an important statistic in emergency service systems. We will determine not only average response time but also the distribution of response times for different call categories. We will also identify and review calls that experienced unusually long response times.

FIRE ANALYSIS OF THE BUSIEST HOURS OF THE YEAR

Fire departments often speak of the "worst case scenario" or "resource exhaustion" when developing staffing and deployment plans. A comprehensive all-hazard Standard of Response Coverage plan requires resource exhaustion to be addressed. An agency can never staff for the worst-case scenario, because whatever situation can be envisioned, there can always be a more serious event that can be planned.

What is needed to make staffing and apparatus decisions is a clear understanding of what levels of demand can reasonably be expected over specific periods of time in a specific jurisdiction. For example, what are the busiest calls for service times over a one-year period and what levels of staffing and apparatus were needed to handle this workload?

To answer this question requires a detailed analysis of calls for service, broken down minute by minute, identifying which units were busy and how many units remained available to respond to a new call for service. More sophisticated analysis can take into consideration available mutual aid resources.

There is significant variability in the number of calls from hour to hour and the frequency of simultaneous or overlapping calls. One special concern relates to the fire resources available for the highest workload hours. We tabulate the data for each of 8760 hours in the year. We identify how often the fire department will respond to more than a specified number of calls in an hour. In studying call totals, it is important to remember that an EMS run typically lasts, on average, a different amount of time than a fire category call and this will vary depending upon whether EMS transport is provided.

THE CPSM APPROACH -- POLICE

National City Police Department serves the 63,000 residents of the city with an 88-person department. The Police Department operates its own dispatch which is being modernized. One question would include whether to also dispatch fire and EMS.

The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer-aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site review, agencies are asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

As a result of on-site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats) of the department. We have found that this standardized approach ensures that we measure and observe all the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet customized for the client community.

I. Benchmark the Community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary, the CPSM study may involve interviews directed at stakeholders in the community, which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can



provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.

II. Patrol Operations

Police agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities. There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in *The CPSM Patrol Workload & Deployment Analysis System*® the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities.

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see, we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are approximately 9 hours of work (including citizen-initiated and officer-initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 man-hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.



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The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants and is willing to pay.

Figure 7: Deployment and Main Workload, Weekdays, Summer

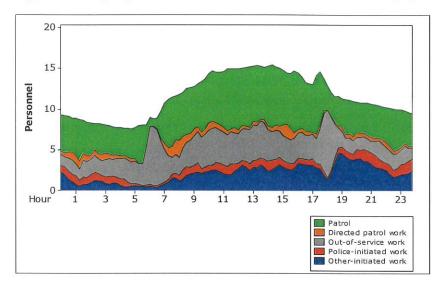
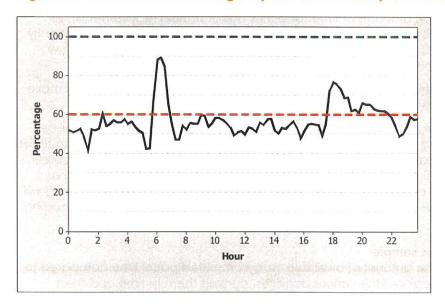


Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment - Weekdays, Summer

Avg. Workload:

6.5 officers per hour

Avg. % Deployed (SI):

57 percent

Peak SI:

89 percent

Peak SI Time:

6:15 a.m.



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The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed, and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are needed to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate "best fit" of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ridealongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing Are there enough investigators available to handle the workload?
- Workload What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Case management Is there an effective case management system in place?
- Effectiveness & Efficiency How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?
- Civilianization opportunities What are the potential areas for civilianization?
- Technological opportunities Is technology being leveraged to improve investigations?
- Crime scene Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?
- Proactive Investigations the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.
 - Narcotics
 - Violent Offenders
 - Warrants and Fugitives
 - Bombings and Arson
 - Fraud/Cyber crimes
 - All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will assess the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing;
- Workload:
- Civilianization possibilities;
- Cost saving opportunities;
- Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.



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In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit:
- Evaluate the performance of the unit. In most cases this is a quantitative evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above, organizational "themes" emerge. What does the department "think" about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VI. Organizational Structure and Administration

Based on the above, we can analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.

THE CHIEF SELECTION ADVANTAGETM

Using information from the Comprehensive Police Study (which would include a forensic analysis of workload and operations), CPSM will engage the Chief Selection Advantage with its partners at IPMA-HR and HumRRO.

Since 2006 representatives of ICMA and IPMA-HR have served as members of the Advisory Committee Board of the Law Enforcement Leadership Initiative (LELI). This project was funded by the Department of Justice, Bureau of Justice Assistance to identify the core competencies required to be a successful police chief. After participating in this project for several years, it became clear to ICMA & IPMA-HR that the current processes that most city managers and HR Directors use to select police chiefs were not meeting the needs of the communities their members serve, often resulting in a selection process that did not clearly identify the true skills and abilities needed for the chief of the community. In discussing these issues with members of our respective professional associations, we identified an alternative strategy to offer to our members.

Building upon past joint efforts, ICMA and IPMA-HR entered a partnership, with the goal to aid local governments in the chief selection process. These two premier associations selected as their technical advisors the Human Resources Research Organization (HumRRO), a highly experienced leader in the testing and selection field.

This CPMS / IPMA-HR / HumRRO alliance is not a traditional recruiting / selection consulting firm. We do not recruit candidates or participate in rating or selecting candidates. We do not create "short lists" or in any way interject our judgment into the selection process. We believe that the local government can conduct sophisticated selection processes if they have the tools and professional expertise available to them which our alliance can provide.

Community Involvement in the Process

An important part of the Chief Selection Advantage is the ability for the local government to include representatives of the community in the selection process. Selected citizens may service as part of the resume screen process, the interview process and the assessment center process. The Chief Selection Advantage team will guide these participants through the process and conduct the appropriate training for the assessment center. Bringing respected members of the community into the process not only provides broad input from the public to the process but builds a support group for the newly selected chief.

Why the Chief Selection Advantage can help you make the right choice.

"Executives spend more time on managing people and making people decisions than on anything else – and they should. No other decisions are so long-lasting in their consequences or so difficult to make". "And yet, by and large, executives make poor promotion and staffing decisions ... their batting average is no better than .333 ... In no other area of management would we put up with such miserable performance. ... we need not and we should not ... especially since in no other area of management do we know so much". "Making the right people decisions is the ultimate means of controlling an organization well. Such decisions reveal how competent management really is, what its values are and whether it takes its job seriously."

-Peter F. Drucker¹

So how does an organization get it right? By doing it right! Unfortunately, just like other business processes, there are good and bad methods of selection. Frequently, management is not a ware of the industry standards for "doing it right" and fall into the trap of using what has been done in the past or what someone else has done. Or worse, they may contract out the recruitment and selection process surrendering much of the important decision-making process to consultants. The process of selecting individuals should be carefully considered using research and best practices to ensure the right process is used.

One would think that today that science and proven methods would predominate. Unfortunately, the opposite is true. Many Police Chief selection decisions are highly unstructured and based mostly on emotions. In fact, the primary professionals responsible for executive recruitment and selection typically rely on unstructured interviews and reference checks in making their decisions. Perhaps not so amazing is the fact that these are the types of tools that inhabit the low end of the validity continuum (Howard, 2001). Unstructured processes are simply less predictive than processes with more structure. Using less predictive tools makes it more difficult to gather relevant, valid, reliable data and thus, more difficult to make a good decision.

The proper research – understanding the organization, analyzing the job, focusing the assessment tools, effectively implementing the process – all serve to increase the ability to predict success and the validity of the process. This could not be more important than when selecting the person to lead and drive the department. Understanding the environment, conducting the right research and asking the right questions are all part of "doing it right." The Alliance of CPSM, IPMA and PMG, all leaders in the industry, bring these things to the table.

¹ Howard, A., (2001). Identifying and assessing, and selecting senior leaders. In S.J. Zaccaro & R. Klimoski (eds.), The nature and context of organizational leadership (pp. 305-346). San Francisco: Jossey-Bass.

THE PROCESS

- A. Job Analysis: We will locally validate the results of a nationally conducted job analysis for the position of Police Chief. This national study was completed by the ICMA / IPMA-HR / HumRRO alliance. The national study is a powerful tool used in supporting the Chief Selection Advantage. One of the interesting findings of the study was that differences in the size of the communities that an agency serves drives the competency set required of that agency's chief. Those results will be used as a beginning point in the job analysis for the City. This effort will verify those results where they are a good match for the City and customize them where they are not and, in so doing, will ensure that the resulting uses of the job analysis are focused entirely on the needs of the City. The job analysis, using a content validity strategy and adhering to professional and legal requirements (CFR 29, 1607, UNIFORM GUIDELINES ON EMPLOYEE SELECTION PROCEDURES), will identify experience, education, training, and specific core competencies requirements that are required or desired at entry into the position.
 - A1. Stakeholders Focus Group Option: The local government may choose to include stake holders in the profile development phase. The process commences with extensive, on site stake holder's interviews process by our subject matter experts. We will meet with and interview community stakeholders identified by the local government. Typically, this would include selected members of the department as well as business and religious leaders, elected officials, non-profit and educational administrators, etc. Our purpose is to develop a clear understanding of the expectations of the community for the new chief. The review will be utilized as the initial input for the job analysis. This approach not only provides additional information for the identification of the core competencies for the next chief but also creates community "buy in" for the process and the incoming chief.

This involves both individual interviews as well as focus groups. All interviews are conducted in a closed-door environment and while notes are taken, there is no attribution of comments.

Our team is comprised of experienced interviewers with solid law enforcement experience. Upon completion of the stakeholder's interview process, a written report is presented to the hiring authorities and is used to help shape the recruitment profile.

- B. Profile Creation: This Job Analysis Information and Stakeholders Interviews can be used by the local government to create a Recruitment Profile which will be used by the City to advertise and recruit for the position and to screen candidate resumes. The job analysis will also identify critical and important tasks to be performed by the position and critical and important Knowledge, Skills and Abilities and Other characteristics (KSAOs) to be used in the development of assessment exercises used in the assessment center and structured interview questions. We will provide the city with a list of potential sites to advertise the position.
- C. Resume: The City will request that candidates submit a resume that they believe reflects their skills and competencies as they relate to the position of Police Chief in the City. Candidates should consider the environment and the community for the City when submitting their resume.
- D. Structured Resume Screen: Using the job analysis results and input from the City, we will develop a resume screen to be used by the City to review and evaluate resumes of all candidates and determine who should be considered further. We will provide training in the use of the screen via web chat.



Center for Public Safety Management, LLC

- E. Structured Phone Interview Screen: The City will contact by phone those candidates deemed qualified for further consideration to discuss their skills and competencies as they relate to this job. We will develop the instrument for the use of the City to conduct this interview process. We will provide training in the use of the instrument via web chat.
- F. Assessment Center: Using the job analysis results and input from the City, we will develop assessment center exercises focused on the needs of the City and designed to assess those critical competencies enabling excellent performance in the position of Police Chief. The assessment center will be used as part of the evaluation of up to four candidates. While assessment centers are considered best practice for selection assessment, assessment centers customized to the specific needs of not only the position but to the unique requirements of the jurisdiction within which the position must operate, perform even better.

Candidates will be asked to respond to a series of scenarios reflective of performing as the Police Chief. For example, candidates may be asked to make a presentation on a relevant city issue to a specific "community" group or to the "city council" and review a written packet of information related to a problem facing the city and respond with an analysis and a set of specific recommendations. In addition, candidates can be presented an emergency management / command scenario that is representative of those scenarios that the Police Chief might face. We will provide specific training on site for the exercises to the identified individuals who will assess the assessment center performance.

- **G. Results Matrix:** We will produce a results matrix which will compare the final candidates by each assessment center exercise.
- H. **Final Selection:** For those candidates considered through all phases of the process, city officials will consider all information and make a final selection. Candidates may be invited to a final interview with city officials before a final decision is made.

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

- CPSM will conduct the analysis of the police department for a not-to-exceed price of \$65,272 exclusive of travel. This price reflects a 10% discount for being a member of ICMA.
- CPSM will conduct the analysis of the fire and EMS services for a not-to-exceed price of \$61,360 exclusive of travel. This price reflects a 10% discount for being a member of ICMA.
- CPSM will conduct the Chief Selection Advantage for a not-to-exceed price of \$20,000 exclusive of travel. That represents a 20% discount off the normal price of \$25,000.
- If the City wishes to add additional work not covered in the outline of this proposal, pricing will be: \$300 for principles per hour; \$250 per hour for SME's; and \$150 per hour for data associates. CPSM will also work with the city to reduce pricing should major components not be required (an example would be elimination of the forensic on-site investigation portion of a project. Each project consists of a forensic analysis of data and a forensic analysis of operations with separate teams for each.)

The project would be billed in three installments: 40% upon contract signing; 40% with delivery of the draft police and fire data analysis; and the remaining 20% with delivery of the draft final reports. The Chief Selection would be billed 50% within 14 days of signing of the contract and the remaining 50% at completion.

Following delivery of the draft reports, the City will have 30 days to provide comments as to accuracy, and a final report(s) will be delivered within 30 days of the comment period.

Because of potential COVID restrictions, travel expenses will be billed as incurred at actual cost with no overhead or administrative fees applied.

Deliverables

Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final reports in computer readable material either by email, CD or both. The final reports will incorporate the operational findings? as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person plus travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement,

CPSM°

Center for Public Safety Management, LLC

achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE CENTER FOR PUBLIC SAFETY MANAGEMENT FOR ON-CALL OPERATIONAL/WORKLOAD ANALYSIS SERVICES IN THE SPECIALIZED AREA OF PUBLIC SAFETY FOR THE NOT TO EXCEED AMOUNT OF \$150,000

WHEREAS, the International City/County Management Association ("ICMA") created the Center for Public Safety Management ("CPSM") to provide support to local governments in the areas of police, fire, and emergency medical services; and

WHEREAS, CPSM provides training and research for the ICMA's members and represents ICMA in its dealings with the federal government and other public safety professional associations; and

WHEREAS, CPSM's local government technical assistance experience includes workload and deployment analysis, using their unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices; and

WHEREAS, the City of National City ("City") would utilize CPSM on an as-needed basis to review the operations of the City's Fire and Police Departments and conduct a data-driven forensic operational workload analysis; and

WHEREAS, the proposed on-call agreement with CPSM would be in the not-to-exceed amount of \$150,000, with July 1, 2021, through June 30, 2023, as the term and the option to extend by mutual agreement upon the same terms and conditions for an additional one (1) year term.

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

Section 1: Approves the Agreement between the City of National City and the Center for Public Safety Management for on-call operational/workload analysis services in the specialized area of public safety for the not-to-exceed amount of \$150,000.

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the agreement between the City of National City and the San Diego Unified Port District for Police, Fire and Emergency Medical Services. (City Manager)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

NO.	and the same of th			
ITEM TITLE:				
Resolution of the City Council of the City of National National City and the San Diego Unified Port District for	City approving th Police, Fire and En	e agreement between the nergency Medical Services	e City of s.	
PREPARED BY: Tony Winney, Assistant City Manager	DEPARTMENT:	City Manager's Office		
PHONE: (619) 336-4240	APPROVED BY:			
EXPLANATION:				
See attached Exhibit A.				
	9			
		AL.		
FINANCIAL STATEMENT:	APPROV	ED: mellen hu	Finance	
ACCOUNT NO.	APPROV		_ MIS	
Revenues of year one of the agreement totaling \$1,310,034 will be deposited into the General Fund. Revenues in subsequent years shall be dictated by Baseline Reset negotiations on July 1, 2022 and July 1, 2025, or an annual escalation of 3%.				
ENVIRONMENTAL REVIEW:				
N/A				
ORDINANCE: INTRODUCTION: FINAL ADOPT	ΓΙΟΝ:			
STAFF RECOMMENDATION:	7.1-1	0" - 5 N - " 1 0"		
Approve the attached Resolution approving the agreem Diego Unified Port District for Police, Fire and Emergency		City of National City and	the San	
BOARD / COMMISSION RECOMMENDATION:				
N/A				
ATTACHMENTS:				
Attachment A – Explanation Attachment B – Resolution of the City Council of the City of National City approving the agreement between the City of				

National City and the San Diego Unified Port District for Police, Fire and Emergency Medical Services

Attachment C – Agreement with the San Diego Unified Port District

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City Council Staff Report

BACKGROUND

The San Diego Unified Port District (Port) contracts for Police, Fire and Emergency Medical Services on tidelands with each of the local cities containing tidelands within their jurisdictional boundaries. The most recent agreement between the Port and the City of National City (City) was entered into on July 1, 2012. The agreement will expire on June 30, 2021. Staff has negotiated a new agreement for a nine year term: July 1, 2021 through June 30, 2030.

The City continues to work with the Port on the "Balanced Plan" efforts that are partially intended to balance the financial inequities of the City relative to other member cities. The City receives approximately \$1 million in municipal revenue from Tidelands, while generating approximately \$18-\$20 million in Port revenue. Other member cities generate significantly more municipal revenue due to a mix of uses and tenants that generate hotel and sales tax, in addition to property tax, that goes directly to the respective cities.

According to the Port, reimbursement of municipal services provided to the Port are limited to non-tax paying Tidelands, specifically streets, parks, and other public facilities. Another goal of the "Balanced Plan" is to expand Pepper Park and access roads to provide public access to the City Bayfront. As the City considers resetting the methodology of establishing the baseline of the MSA, the City will request that the Port analyze the imbalance of revenues of all taxes and rents that member cities receive and provide to the Port from Tidelands. This analysis should be used to determine the City's "fair share" of revenues and achieving the "win-win-win" that has be consistently part our collective goals.

DISCUSSION

Under the term of the proposed agreement, the City of National City Police and Fire Departments will provide Police, Fire and Emergency Medical Services on Port tidelands within National City boundaries. Key terms of the proposed agreement include the following:

- Compensation for Fiscal Year 2022 shall be a not-to-exceed baseline rate of \$1,310,034; a \$38,165 (3%) increase over the current agreement.
- The Baseline Rate of \$1,310,034 will reset on July 1, 2022. Prior to the reset, the City and the Port will engage in good faith efforts to renegotiate the Baseline Rate and the

accompanying Scope of Services regarding fair and appropriate cost and service standards.

- A second reset date to the Baseline Rate will be required on July 1, 2025.
- The Parties agree to present a new Baseline Rate to the Port Board of Directors no later than the December 14, 2021 Board meeting. The Board may decide an increase or a decrease from the Baseline Rate previously in effect taking into account the actual documented costs of providing the Services and the results and findings of any Performance Audit.
- If the Board fails to approve a new Baseline Rates on or prior to a Baseline Reset Dates, then the Baseline Rate shall adjust and be calculated on an annual escalation of 3%.
- The Port may reduce the level of service or adjust compensation based on unanticipated events.

RECOMMENDATION

Staff recommends the City Council approve the agreement with the San Diego Unified Port District for Police, Fire and Emergency Medical Services for the period July 1, 2021 through June 30, 2030.

FISCAL IMPACT

During the first year of the agreement, the City's revenue will increase by \$38,165.

Revenue to the City for the remaining years of the agreement will be based upon negotiations outlining the Base Rate Resets, or by the annual 3% escalator.

AGREEMENT BETWEEN SAN DIEGO UNIFIED PORT DISTRICT and

CITY OF NATIONAL CITY for

POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES AGREEMENT NO.

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District") and THE CITY OF NATIONAL CITY, a municipal corporation ("City"). The District and the City may each be referred to herein as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, the San Diego Unified Port District Act allows the District to contract with the municipalities whose territorial limits are adjacent or contiguous to those of the District for police, fire, and other services; and

WHEREAS, the District and the City desire to execute an Agreement for police, fire, and emergency medical services on non-ad valorem tideland trust property located in the City of National City; and

WHEREAS, the City has the capacity to provide police, fire, and emergency services to said District property.

NOW THEREFORE, the Parties agree to the following:

1. **SCOPE OF SERVICES.** This Agreement covers reimbursement of the cost of police, fire, and emergency medical (EMS) services to be provided by the City upon the District's tidelands and property within the City's limits, which do not generate ad valorem tax revenues, as depicted on Exhibit 1, Non-Tax Paying Tidelands in the City of National City, incorporated by reference as though fully set forth herein. Those properties include, but are not limited to, non-dedicated

streets, parks and other open space, unleased developed properties, leased properties wherein the lessee is not subject to ad valorem taxes (with the exception of properties leased to the City), and unleased vacant land. Nothing herein contained shall give the City the right to use or occupy any District real or personal property, or to otherwise use the services of the District or its employees. City shall provide police, fire and emergency medical services as contained in the "Scope of Services" established as the baseline service level, attached hereto as Exhibit 2 and incorporated by reference as though fully set forth herein (collectively, the "Services"), as the same may be adjusted in accordance with the terms of this Agreement. Services under this Agreement shall be in furtherance of the San Diego Bay tideland trust for the accommodation of commerce, navigation, fisheries, and recreation on said trust tidelands for the benefit of all of the people of the State of California.

- 2. <u>TERM OF AGREEMENT</u>. The term of this Agreement (the "Term") shall be effective as of July 1, 2021 and shall terminate on June 30, 2030, subject to earlier termination as provided below. For purposes of this Agreement, each year beginning on July 1 and ending on June 30 of the following year shall be referred to herein as a "Service Year."
- 3. <u>COMPENSATION</u>. For performance of Services, District shall compensate City as follows:
 - a. Baseline Rate for Services Provided. Commencing on July 1, 2021, District shall pay City \$1,310,324 (the "Initial Baseline Rate") each Service Year for Services until the Initial Baseline Rate is adjusted in accordance with the terms of this Agreement. The Initial Baseline Rate, as adjusted in accordance with the terms of this Agreement, shall be referred to herein as the "Baseline Rate."
 - b. Periodic Baseline Rate Resets. The Baseline Rate shall be subject to adjustment periodically on the following dates (each a "Baseline Reset Date"):

First Baseline Reset July 1, 2022 Second Baseline Reset July 1, 2025

No later than July 1, 2021 with respect to the first scheduled Baseline Reset Date of July 1, 2022, and at least six (6) months before the second scheduled Baseline Reset Date of July 1, 2025, the Parties shall meet and confer regarding fair and appropriate cost and service standards and commence good faith efforts to renegotiate the Baseline Rate and the accompanying Scope of Services, taking into account the actual documented costs of providing the Services and the results and findings of any Performance Audit (as defined in Section 4.c below) performed prior to such time or completed at any time during such negotiations. Following such discussions and negotiations, the Parties may jointly, or each separately, present a new Baseline Rate (which shall include an updated Scope of Services) to the Board of Port Commissioners (the "Board") for approval in the Board's sole and absolute discretion; provided that, with respect to the first Baseline Reset Date, the Parties agree to jointly, or each separately, present a new Baseline Rate to the Board no later than the December 14, 2021 Board meeting. Any Baseline Rate approved by the Board pursuant to this Section 3.b may differ from a Baseline Rate presented to the Board and may ultimately be an increase or a decrease from the Baseline Rate previously in effect. If the Board fails to approve a new Baseline Rate on or prior to a Baseline Reset Date, then the Baseline Rate shall adjust pursuant to Section 3.c below, the Scope of Services then in effect shall continue to be effective, and the Parties shall continue to negotiate in good faith; provided that if the Board, despite the Parties' good faith efforts and each Party's compliance with the terms of this Section 3.b, fails to approve a new Baseline Rate on or before the date that is six (6) months following a Baseline Reset Date, then, subject to the second paragraph of Section 3.c below, either the Baseline Rate (as adjusted and subject to further adjustment pursuant to Section 3.c below) and the Scope of Services then in effect shall continue to apply until the Parties are to again commence Baseline Rate negotiations in accordance

with terms set forth above, or alternatively, either Party may terminate this Agreement upon six (6) months' prior written notice in accordance with Section 17 below. If a new Baseline Rate is approved by the Board, in its sole and absolute discretion, on or before the date that is six (6) months following a Baseline Reset Date, then (i) in the event that the updated Scope of Services does not result in increased levels of Services as compared to the levels of Services in effect prior to the applicable Baseline Reset Date, then such new Baseline Rate (including the updated Scope of Services) shall become effective as of such Baseline Reset Date, or (ii) in the event that the updated Scope of Services results in increased levels of Services as compared to the levels of Services in effect prior to the applicable Baseline Reset Date, then such new Baseline Rate shall become the new Baseline Rate (including the updated Scope of Services) effective as of the first day of the quarter immediately following the Parties reaching an agreement; provided that unless otherwise agreed to by the Parties, a new Baseline Rate (and updated Scope of Services) approved pursuant to this Section 3.b shall not become effective earlier than the applicable Baseline Reset Date. Following any establishment of a new Baseline Rate (and updated Scope of Services) pursuant to the previous sentence, the Baseline Rate shall be adjusted thereafter as described in Section 3.c below.

Following any establishment of a new Baseline Rate as set forth in this Section 3.b, the Parties shall execute a letter agreement to amend this Agreement solely in order to document (i) the new Baseline Rate, (ii) the updated Scope of Services, and (iii) the effective date of the new Baseline Rate and updated Scope of Services.

c. Annual Baseline Rate Increases. Commencing on July 1, 2022 and on each July 1 thereafter during the Term, the Baseline Rate shall be increased by three percent (3%) (the "Annual Baseline Increase"); provided, however, the procedures and provisions set forth in Section 3.b above shall control with respect to the effective Baseline Rate (or any adjustment thereof) on or following a Baseline Reset Date.

If the City provides the District with reasonable justification in writing that the Baseline Rate (as adjusted pursuant to an Annual Baseline Increase, distinguished from establishing a new Baseline Rate pursuant to Section 3.b above) is insufficient to cover the costs of the Services to be provided pursuant to the then applicable Scope of Services, then the City shall have the right to adjust the level of Services in accordance with the terms of Section 3.f below; provided, however, that in no event (whether pursuant to a Service level adjustment under Section 3.f or otherwise) shall Services be adjusted to a level so that the value of such level of Services is less than the corresponding Baseline Rate then in effect.

- d. Events for Deferred Payments and Service Level Adjustments. The Parties agree that by the exercise of due care and upon the occurrence of certain unforeseeable events, the District may defer certain payments due under this Agreement and/or the District or the City may adjust the level of Services being provided by the City, or otherwise terminate the Agreement consistent with Section 17 herein. Each of the following events (each an "Adjustment Event") may justify Deferred Payments as provided in Section 3.e below or a level of Service adjustment as provided in Section 3.f below:
 - (1) Unanticipated events or needs that would require District budget cuts in the Service Year during which the events or need occur and/or the Service Year immediately thereafter;
 - (2) Acts of God, civil unrest; fire or other casualty, acts of terrorism, pandemics, and/or other force majeure type events beyond the reasonable control of a Party;

- (3) Expenses associated with bad debt, benefit cost increases, pollution remediation costs, judgements, and/or settlement costs;
- (4) Unanticipated costs associated with regulatory requirements and/or legal mandates; or
- (4) A need by District to replenish operating reserves should reserves fall below levels required by the then current policies of the Board of Port Commissioners.
- Deferred Payments. Following the occurrence of one or more e. Adjustment Events, the District may defer an amount equal to an Annual Baseline Increase attributable to a given future Service Year or Services Years (i.e., an amount equal to a three percent (3%) increase to the Baseline Rate for the applicable Services Year(s)) by providing the City with written notice no less than sixty (60) days prior to the applicable Service Year (or the initial Service Year if the District is electing to defer an amount attributable to multiple Service Years). Any Adjustment Event may be used as a basis to defer an Annual Baseline Increase due for one or more entire future Service Year(s); provided that in no event over the Term may the District defer an Annual Baseline Increase(s) attributable to more than five (5) Service Years on a cumulative basis. Any amount deferred pursuant to this Section 3.e shall be referred to as a "Deferred Payment". Any Deferred Payment(s) shall be repaid in the years following the deferral based upon the length of the deferral period. For example, if the District elects, at a given time, to defer the Annual Baseline Increase due for one (1) Service Year, the associated Deferred Payment must be repaid, in equal quarterly installments, during the Service Year following the Service Year to which the Deferred Payment applies and at the same time the District makes or would otherwise be obligated to make payments pursuant to Section 3.g below for such following Service Year; or if the District elects, at a given time, to defer the Annual Baseline Increases for

three (3) Service Years, the associated Deferred Payment must be repaid, in equal quarterly installments, during the three (3) Service Years following the three (3) Service Years to which the Deferred Payment applies and at the same time the District makes or would be obligated to make payments pursuant to Section 3.g below. Subject to the limits set forth above, the District may elect to defer Annual Baseline Increases in accordance with the terms hereof on one or more occasions. No interest shall accrue and be payable with respect to any Deferred Payment. The District's obligation to repay any Deferred Payment in accordance with the terms of this Section 3.e shall survive the expiration or earlier termination of this Agreement.

f. Service Level Adjustments. In the case of the District, following the occurrence of one or more Adjustment Events, or in the case of the City, following the occurrence of Adjustment Event (2) or pursuant to Section 3.c above, levels of Services may be reasonably reduced by either the District or the City. Should either Party require a reduction to the level of Services following an Adjustment Event applicable to such Party or, in the case of the City, pursuant to Section 3.c as provided above, then such Party shall notify the other Party of the request, the applicable Services to be reduced, the length of the reduction, and an explanation for the same. Within sixty (60) days of receiving or sending, as applicable, an adjustment request, the City shall provide to District a detailed summary of changes to the level of Services, the duration of such changes, and the associated reduction in cost to the City (an "Adjustment Summary"). Prior to an adjustment in Services becoming effective, an Adjustment Summary shall be subject to the District's prior written approval, such approval not to be unreasonably withheld, conditioned, or delayed. In connection with an Adjustment Summary, if reduced levels of Services will result in a lower cost to City to provide the Services, then amounts owed hereunder by the District shall be reduced commensurate with the reduced levels of Services. Upon the District's approval of any Adjustment Summary, (i) the

corresponding adjustments to the levels of Services and amounts due hereunder shall immediately become effective and (ii) such adjustments and amounts shall be incorporated into a letter agreement to amend this Agreement solely in order to document the adjustments.

g. Reimbursement Process. City shall submit written requests for reimbursement to District for equal quarterly payments under this Agreement. Such requests shall include amounts due for the Service Year in question and, if applicable, any Deferred Payment or amounts due pursuant to Section 16 below. Written requests shall be submitted on a quarterly basis, at the end of each fiscal quarter. District agrees to make reimbursement payments to City within thirty (30) days of receipt of a properly prepared request for reimbursement. Failure to make timely demand for payment shall not limit City's right to payment or District's obligation to pay.

4. **RECORDS**

a. In accordance with generally accepted accounting principles, City shall maintain full and complete records of the cost of Services performed under this Agreement. Such documentation, if prepared and maintained in the regular course of business, is to include time cards, contracts, receipts, original invoices, canceled checks, payroll documentation, calls for service records, dispatch records, police and fire budget data, other budget data used to calculate citywide overhead factors, periodic logs maintained by police, fire, and EMS staff, and any other documentation, information, and/or materials related to the Services (collectively, "Service Records"). Such Service Records shall be open to inspection by District at all reasonable times in the City and such records shall be kept for at least three (3) years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, City will not be required to provide Service Records that are protected by applicable law or judicial

- proceedings, or that contain personal confidential information of City employees or agents (such as personnel records).
- b. Service Records shall be maintained by City for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- City understands and agrees that District, at all times under this C. Agreement and at District's cost and expense, has the right to review and audit Service Records and work in progress and, no more than once per Service Year, to conduct a performance audit and service study (a "Performance Audit") of all Service Records, whether or not final, which City or anyone else associated with the Services has prepared or which relate to the Services which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. When reasonably feasible, City shall provide District at City's expense a copy of all such records within ten (10) working days of a written request by District, unless the requested records are voluminous in nature, in which case the City shall provide access to such records for inspection at reasonable times at the City's office or facilities. City shall cooperate fully and take all actions reasonably necessary to assist the District in the completion of the Performance Audit, including the disclosure of information relating to the cost, actual performance, and accounting of the Services. District's right shall also include inspection at reasonable times of the City's office or facilities, which are engaged in the performance of Services pursuant to this Agreement. City shall, at no cost to District, furnish reasonable facilities and assistance for such any review and audit conducted hereunder. City's failure to provide the records within the time requested shall preclude City from receiving any compensation due under this Agreement until such documents are provided. connection with any Performance Audit, the District shall, in cooperation

with the City, seek to establish reasonable metrics to measure the costs of the Services for the Service Year that is the subject of the Performance Audit and expected costs for the Service Years that follow.

5. CITY'S SUB-CONTRACTORS

- a. It may be necessary for City to sub-contract for the performance of certain technical services or other services for City to perform and complete the required services; provided, however, the City shall notify the District of all City's sub-contractors providing any services hereunder. The City shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by City or City's sub-contractors. City shall compensate each City's sub-contractors in the time periods required by law. Any City's sub-contractors employed by City shall be independent and not agents of District. City shall ensure that City's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. City shall also endeavor to include a clause in its Agreements with City's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require City's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

a. In performance of this Agreement, City and City's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and

local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code and any other prevailing wage laws, and the Political Reform Act provisions of the Government Code, as applicable.

- b. City shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
- 7. <u>INDEPENDENT ANALYSIS</u>. City shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring.
- 8. **ASSIGNMENT.** This is a personal services Agreement between the Parties and neither Party shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of the other Party hereto.

9. **MUTUAL INDEMNITY**

a. To the fullest extent provided by law, City agrees to defend, indemnify and hold harmless the District, its agents, officers, employees, and subcontractors (collectively, the "District Parties"), from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including City's officers, agents, subcontractors, employees (collectively "Claims"), caused by, arising out of, or related to the performance of services by the City or its officers, agents, subcontractors,

and/or employees (collectively, the "City Parties") as provided for in this Agreement, or failure to act by any of the City Parties. The City's duty to defend, indemnify, and hold harmless shall exclude any Claim to the extent arising from the negligence or willful misconduct of any of the District Parties.

- b. To the fullest extent permitted by law, District agrees to defend, indemnify, and hold harmless the City Parties from and against any Claims to the extent arising from the negligence or willful misconduct of any of the District Parties.
- c. Each Party further agrees that its respective duty to indemnify and defend as set forth in Sections 9.a. and 9.b above requires that District or City, as applicable, pay all reasonable attorneys' fees and costs the indemnified Party incurs associated with or related to enforcing the applicable indemnification provisions and defending any Claim indemnified pursuant to Section 9.a or 9.b above.
- d. An indemnified Party may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If an indemnified Party chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any indemnified Claim pursuant to Section 9.a or 9.b above, the indemnifying Party agrees to pay all reasonable attorneys' fees and all costs incurred by the indemnified Party.
- e. Each of the Party's indemnification obligations set forth in this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. **INSURANCE REQUIREMENTS**

a. City shall procure and maintain for the duration of the Agreement and for five (5) years thereafter (or, if longer than five (5) years, for the then

applicable statute of limitations for bodily injury and property damage claims following the expiration or earlier termination of this Agreement), insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the City, its agents, representatives, employees, or subcontractors. City (and District unless noted to only be applicable to the City) shall at all times during the Term maintain, at its expense, the following minimum levels and types of insurance:

- (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) In the case of the City, the Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit 3, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-

- insurance maintained by the District shall be excess of the City's insurance and shall not contribute to it.
- (d) The City's Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) In the case of the City, Workers' Compensation, statutory limits, is required of the City and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. City shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form

acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit 3 and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. City shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City or City's sub-contractors or any tier of City's subcontractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- e. On each Baseline Reset Date, the insurance policies limits set forth in this Section 10 shall be subject to reasonable increases as determined by District in District's reasonable discretion.
- 11. **ACCURACY OF SERVICES.** City shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. City shall correct such deficiencies without additional compensation. Furthermore, City expressly

agrees to reimburse District for any costs incurred as a result of such deficiencies. City shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the City or its agents, employees, or subcontractors.

- 12. **INDEPENDENT CONTRACTOR.** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the City's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing and signed by the Executive Director of the District. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
- 13. ADVICE OF COUNSEL. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties hereto. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- 14. INDEPENDENT REVIEW. Each Party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

- 15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the Parties and supersedes all prior negotiations, discussion, obligations and rights of the Parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the Parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the Parties hereto.
- 16. PRIOR AGREEMENT. Reference is hereby made to that certain Agreement between the District and the City for Police, Fire and Emergency Medical Services filed in the Office of the District Clerk on April 15, 2013 as Document No. 60276 (as amended or otherwise modified, the "Prior Services Agreement"). As of the mutual execution of this Agreement by the Parties, the Prior Services Agreement shall automatically terminate without the need for additional action by either Party; provided that, notwithstanding the foregoing, any obligations of District or City under the Prior Services Agreement accruing or arising on or prior to such termination, any obligations arising under Section 8 of the Prior Services Agreement, and/or any obligations which by their terms survive such termination, shall remain enforceable by District or City, as applicable.
- 17. **TERMINATION.** In addition to any other rights and remedies allowed by law, this Agreement may be terminated with or without cause by providing written notice to the other Party specifying the date of such termination, which termination date shall be no less than six (6) months after to the date on which the non-terminating Party receives the termination notice.

In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim

hereunder by City other than the fee earned for services which were performed prior to termination but not yet paid.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the Parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other Party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both Parties agree in their sole and absolute discretion, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any Party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution

procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

- 19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District.
- 20. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
- 21. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the City.
 - a. Submit all correspondence regarding this Agreement to:

President/CEO
Executive Offices
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488

b. The City's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

City Manager 1243 National City Blvd. National City, California 92950

- c. Written notification to the other Party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.
- d. Requests for payment by City shall be remitted to:

Finance Department San Diego Unified Port District P.O. Box 120488 San Diego, CA 92112-0488

[SIGNATURE PAGE FOLLOWS]

SAN DIEGO UNIFIED PORT DISTRICT	CITY OF NATIONAL CITY		
By:			
name.	Name:		
Title:	Title:		
Approved as to form and legality: GENERAL COUNSEL	Attest:		
By: Assistant/Deputy	By: City Clerk		
	Approved as to Form:		
	By: City Attorney		

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



EXHIBIT 2

STATEMENT OF SERVICES CITY OF NATIONAL CITY

SERVICES CARRIED OVER FROM Clerk's Doc No 60276

Police Services	Annual Cost for Services Based on Actual 2012	<u>FY 2013</u>
Police Department Costs (FY 2012)	16,519,764	
Number of Patrol Officers (FTE)	33	_
Annual Cost per Officer	500,599	
Number of Officers Required	1.18	•
Cost of Police Services		\$590,707.00
Fire and Medical Services		\$496,888.00
TOTAL POLICE, FIRE AND EMERGEN SERVICES	CY MEDICAL	\$1,087,595.00

CITY OF NATIONAL CITY

Actual Total Police Department Costs - FY 2011-12

100-0000	Part time Salaries	69,967.36
101-0000	Full time Salaries	7,940,759.34
102-0000	Overtime -	646,865.40
105-0000	Longevity	13,793.23
107-0000	Educational Incentive Pay	102,745.31
110-0000	Allowances & Stipends	89,463.72
120-0000	Differential Pay	215,522.71
140-0000	Workers'Compensation	779,915.17
150-0000	Health Insurance	912,835.85
151-0000	LTD Insurance	22,761.04
160-0000	Retirement Plan	3,162,480.04
161-0000	Medicare	131,805.64
199-0000	Personnel Compensation	224,157.29
205-0000	Medical Services	41,213.60
217-0000	Investigative Services	6,796.68
222-0000	Memberships & Subscriptions	6,241.33
226-0000	Training, Travel & Subsistence	40,024.96
230-0000	Printing & Binding	8,178.30
250-0000	Postage	584.15
259-0000	K-9 Care and Supplies	14,897.29
261-0000	Emergency Animal Treatment	322,737.24
269-0000	Facility Lease	487,450.00
287-0000	R & M - Communications Equipt.	21,414.18
299-0000	Contract Services	123,987.79
304-0000	Books	1,397.53
305-0000	Medical Supplies	411.89
309-0000	Photographic Supplies	104.49
316-0000	Ammunition	48,873.09
318-0000	Wearing Apparel	6,385.98
318-0002	Wearing Apparel	15,940.59
319-0000	Uniform Accessories	3,244.69
353-0000	Patrol/Crime Lab/Prop. Supplies	28,377.29
	Minor Equipment - Less Than	
355-0000	\$5,000.00	6,767.41
399-0000	Materials & Supplies	31,352.81
511-0000	Automotive Equipment	43,028.76
515-0000	Communications Equipment	3,565.80
755-0000	Info Systems Maint Charge	943,716.00

16,519,763.95

Number of Beat Officers Required To Staff Service Demand For Tidelands Non-Tax Paying Areas

Description	Reference	Amount
FY 2011-12 calls for service (CFS)	Call for Services Record	351
FY 2011-12 proactive patrol (PP)	,	
1.5 hours/patrol X 3 patrol/day	1.5 x 3 x 365 days	1,643
Total beat officer hours, PP+CFS		1,994
Available beat officer hours per year per officer		1,686
Number of Officers required (FTE) for PP + CFS	(1994 / 1686)	1.18

CITY OF NATIONAL CITY BEAT OFFICER

AVAILABLE FIELD TIME PER YEAR

Description	Reference	Amount
Number of workweeks per year Number of workdays per workweek Gross workdays per year	52 x 4	52 4 208
Leave days per year: Vacation Sick Leave Available field days per year	(208 - 29.5)	(20) (9.5) 198.3
Number of field hours per day: Work hours per day Rest period Briefing Net field hours per day	(10 -1.5)	10 (1) (0.5) 8.5
Net Available field hours per year	(198.3 x 8.5)	1685.55

EXHIBIT 3 CERTIFICATE OF INSURANCE San Diego Unified Port District

By signing this form, the authorized agent or broker $\emph{certifies}$ the following:

(1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.

(2) As r	erages or conditions of coverage no	ted on page 2	of this certificate.	or have been endorsed to include, the
	ned copies of all endorsements issu ificate.	ed to effect requ	iire coverages or condition	ons of coverage are attached to this
oorti	Return this form t	c/o Ebi P.O. Bo Duluth, Email:	ego Unified Port Distric x BPO ox 100085 – 185 GA 30096 – OR – portofsandiego@ebix.c :866-866-6516	
Name and	d Address of Insured (Consultan	it)	SDUPD Agreement N	Number:
			This certificate applies to	o all operations of named insureds on District with all agreements between the District and Insured.
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability		Commencement Date:	Each Occurrence:
	 □ Occurrence Form □ Claims-made Form Retro Date □ Liquor Liability □ Deductible/SIR: \$ 		Expiration Date:	\$ General Aggregate: \$
	Commercial Automobile Liability		Commencement Date:	Each Occurrence:
	□ All Autos□ Owned Autos□ Non-Owned & Hired Autos		Expiration Date:	\$
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Police Professional Liability		Commencement Date:	Each Claim
	□ Claims Made Retro-Active Date		Expiration Date:	\$
	Excess/Umbrella Liability		Commencement Date:	Each Occurrence: \$
			Expiration Date:	General Aggregate:\$
CO LTR	COMPANIES AF	FORDING COVE	RAGE	A. M. BEST RATING
Α				
В				
С				
D	A Florencial Betton Cl.		. O	
A. M. Bes	st Financial Ratings of Insurance Com	ipanies Affording	Coverage Must be A-VII o	or better unless approved in writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)

E-mail Address:

SAN DIEGO UNIFIED PORT DISTRICT REQUIRED INSURANCE ENDORSEMENT

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
NAMED INSURED:		
GENERAL DESCRIPTION OF AGR	EEMENT(S) AND/OR ACTIVITY(IES	6) :
All written agreements, contra	cts and leases with the San Diego Un	ified Port District
and any and all activ	vities or work performed on district pre	emises

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
- 2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
- 3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
- 4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- 5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com

Fax: 1-866-866-6516

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENTBETWEEN THE CITY OF NATIONAL CITY AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES

WHEREAS, the San Diego Unified Port District ("District") contracts for police, fire, and emergency medical services on tidelands with each of the local cities containing tidelands within their jurisdiction boundaries; and

WHEREAS, pursuant to such agreements with local cities, the District has an obligation to adhere to a principle of reimbursement for services actually performed on tideland trust property, wherein the cost bears a direct relationship to the services provided, the reimbursemet is substantiated by an audible record, and for which the reimbursement is reasonable and falls with the trust purposes of the District; and

WHEREAS, on March 19, 2013, the City of National City's ("City") City Council approved Resolution 2013-44 authorizing an Agreement with with the District to provdie police, fire, and emergency medical services from July 1, 2012 through June 30, 2021; and

WHEREAS, City staff recommends the City Council authorizes the Mayor to enter into an Agreement with the District to continue provding police, fire, and emergency medical services from July 1, 2021 through June 30, 2030.

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

Section 1: Authorizes the Mayor to enter into an Agreement with the District to continue provding police, fire, and emergency medical services from July 1, 2021 through June 30, 2030.

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Oharles E. Dall In. O'th Milana	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Subordination Agreement with C Avenue 10Plex, LLC, a California limited liability company, and Pacific Premier Bank, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on September 25, 2019. (Housing Authority) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:

June 15, 2021

AGENDA ITEM NO.

-	-	8. 20	September 1	a ww		Name of
	b- 1	M	-			E:
	- I	W.L.	_		_	

Resolution of the City Council of the City of National City approving a Subordination Agreement with C Avenue 10Plex, LLC, a California limited liability company, and Pacific Premier Bank, subordinating the Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on September 25, 2019.

PREPARED BY:

Greg Rose, Property Agent

PHONE: 619-336-4266 **EXPLANATION**:

DEPARTMENT:

Housing Authority

APPROVED BY:

At the September 25, 2019, City Council meeting C Avenue 8Plex LLC ("Developer") received approval of a Density Bonus Agreement ("Agreement"). Zoning allowed for the construction of 8 units by right. The Developer restricted the rent and occupancy of one (1) unit to a low-income household (below 80% of area median income) in exchange for a density bonus of 23% mandated by California Government Code Sections 65915 – 65918, which allowed the construction of an additional 2 units for a total of 10 units on the property. The restriction on the affordable unit is memorialized through that Agreement, assuring affordability for a total of fifty-five (55) years. A Performance Deed of Trust was also recorded to secure the Agreement on the property. This Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to the Lender's Deed of Trust. The Performance Deed of Trust will be made subordinate and subject to the Lender's Deed of Trust. C Avenue 8Plex LLC legally changed its name to C Avenue 10Plex LLC on November 23, 2020, per documents filed with the Secretary of State.

80% Area M	edian Incon	ne Limits for	National C	ity effective	April 1, 202	1		
Family Size 1 2 3 4 5 6 7 8								
	\$67,900	\$77,600	\$87,300	\$97,000	\$104,800	\$112,550	\$120,300	\$128,050

FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED:	Finance MIS
N/A	APPROVED:	NIIS
ENVIRONMENTAL REVIEW:		
The Subordination Agreement is not considered Quality Act (CEQA), and is therefore not subject	-10	nia Environmental
ORDINANCE: INTRODUCTION: FINAL A	ADOPTION:	
STAFF RECOMMENDATION: Adopt the Resolution.		
BOARD / COMMISSION RECOMMENDATION:		
N/A		

ATTACHMENTS:

- 1. Subordination Agreement
- 2. Resolution

No Fees per Government Code 6103	
Recording Requested By:	
When Recorded Mail To:	
Pacific Premiere Bank 17901 Von Karman Avenue Suite 1200 Irvine, CA 92614	

SUBORDINATION AGREEMENT (1821 C Avenue, National City)

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") is dated as of the __ day of ______, 2021, by the City of National City ("City"), C Avenue 10Plex LLC, a California limited liability company ("Borrower") and Pacific Premier Bank ("Lender").

RECITALS

- A. Borrower is the owner of that certain real property in the City of National City, County of San Diego, California ("Property"), as described in: (i) that certain Affordable Housing Density Bonus Agreement (1821 C Avenue, National City) dated as of September 25, 2019, and recorded in the Office of the County Recorder for the County of San Diego on November 5, 2019, as Instrument No. 2019-0506413 ("Density Bonus Agreement"); and (ii) that certain Deed of Trust (1821 C Avenue, National City) dated as of September 25, 2019, and recorded in the Office of the County Recorder for the County of San Diego on November 5, 2019, as Instrument No. 2019-0506412 ("City Deed of Trust").
- B. Concurrently with recordation of this Subordination Agreement, Borrower is causing a Deed of Trust ("Lender Deed of Trust") made by Borrower in favor of Lender to be recorded against the Property in the Office of the County Recorder for the County of San Diego.
- C. City, Lender and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally continue to be and remain at all times a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

- 1. <u>Subordination of the Lender Deed of Trust</u>. The Density Bonus Agreement is and will remain at all times, a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust, and to all rights and privileges of Lender and Borrower thereunder; and the parties agree that the Lender Deed of Trust, together with all rights and privileges of Lender and Borrower thereunder, are hereby irrevocably and unconditionally made, subordinate to and subject to the Density Bonus Agreement; provided, however, that a violation of the Density Bonus Agreement shall not defeat, render invalid or limit the Lender Deed of Trust.
- 2. <u>Subordination of the City Deed of Trust</u>. The City Deed of Trust is hereby irrevocably and unconditionally made subordinate and subject to the Lender Deed of Trust, and to all rights and privileges of the City and Borrower thereunder; and the parties agree that the City Deed of Trust, together with all rights and privileges of the City and Borrower thereunder are hereby irrevocably and unconditionally made, subordinate to and subject to the Lender Deed of Trust.
- 3. <u>Notices</u>. City, Lender and Borrower agree to give to each other copies of all notices of events of default under their respective documents. All notices given under this Subordination Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to the City: City of National City

Attention: City Manager 1243 National City Boulevard National City, CA 91950

If to Borrower: C Avenue 10Plex LLC

c/o Keith Robinson 2801 B Street #70 San Diego, CA 92102

If to Lender: Pacific Premier Bank

19900 MacArthur Blvd 12th Floor

Irvine, CA 92612

4. Whole Agreement; Binding Effect. This Subordination Agreement is the whole and only agreement with regard to the priority of the lien, claim and charge of the Density Bonus Agreement, the Lender Deed of Trust and the City Deed of Trust. This Subordination Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

- 5. <u>Attorney's Fees</u>. If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees as awarded in the action.
- 6. <u>Governing Law</u>. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.
- 7. <u>Counterparts</u>. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.
- 8. <u>Signatures</u>. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

By:			
Print Name:			
T ₄			

LENDER:

Pacific Premier Bank

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:	
C Avenue 10Plex LLC	
By:	
Keith Robinson, Manager	

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY: City of National City	
City of Ivational City	
By:	
Brad Raulston, City Manager	
APPROVED AS TO FORM:	
Charles Bell Jr., City Attorney	
By:	_
Jennifer K. Gilman	
Deputy City Attorney	

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County of San Diego)		
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foregoing paragraph is true as	nd correct.		
WITNESS my hand and office	cial seal.		
Signature		(Seal)	

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT WITH C AVENUE 10PLEX, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND PACIFIC PREMIER BANK, SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ENTERED INTO ON SEPTEMBER 25, 2019

WHEREAS, at the City of National City's ("City") September 25, 2019, City Council meeting, the City Council approved a Density Bonus Agreement ("Agreement") that obligates C Avenue 8Plex, LLC, ("Developer") to restrict one (1) unit as affordable; and

WHEREAS, the restriction on the affordable unit is memorialized through that Agreement and Performance Deed of Trust assuring affordability for a total of fifty-five (55) years; and

WHEREAS, this Subordination Agreement will ensure that the Density Bonus Agreement will remain superior to Pacific Premier Bank's (the "Lender") Performance Deed of Trust.

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

Section 1: Approves a Subordination Agreement with C Avenue 10Plex, LLC, a California limited liability company, and Pacific Premier Bank, subordinating the Performance Deed of Trust securing the performance of an Affordable Housing Density Bonus Agreement entered into on September 25, 2019.

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

PASSED and ADOPTED this 15th day of June 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Law Maline Oile Olari	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving an Affordable Housing Density Bonus Agreement with 129 NCB, LLC, for the development of 14 units located at 129 National City Boulevard and restricting the rent and occupancy of two (2) units to very low-income households in exchange for a density bonus pursuant to California Government Code Sections 65915 - 65918. (Housing Authority)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:

June 15, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving an Affordable Housing Density Bonus Agreement with 129 NCB, LLC, for the development of 14 units located at 129 National City Boulevard and restricting the rent and occupancy of two (2) units to very low-income households in exchange for a density bonus pursuant to California Government Code Sections 65915 - 65918.

PREPARED BY:

Greg Rose, Property Agent

PHONE: 619-336-4266

DEPARTMENT:

Housing Authority

APPROVED BY

EXPLANATION:

129 NCB LLC (Developer) wants to develop their property located at 129 National City Boulevard. Current zoning allows for the construction of 10 units by right. The Developer will restrict the rent and occupancy of two (2) units to very low-income households (below 50% of area median income) in exchange for a density bonus of 35% mandated by California Government Code Sections 65915 – 65918, which will allow the construction of an additional 4 units for a total of 14 units on the property. The Affordable Density Housing Bonus Agreement ("Agreement") will serve to memorialize the Developer's obligation to provide the two (2) affordable units and the restriction of the affordable units by the recordation of this Agreement assuring affordability for a total of 55 years. A Performance Deed of Trust will also be recorded to secure the Agreement on the property. The Background Report provides additional information on the Density Bonus Law.

50% Area Median Inc	ome Limits for I	Vational City	effective A	pril 1, 2021		,,		
Family Size	1	2	3	4	5	6	7	8
	\$42,450	\$48,500	\$54,550	\$60,600	\$65,450	\$70,300	\$75,150	\$80,000

FINANCIAL STATEMENT:	APPROVED:	*	Finance
ACCOUNT NO.	APPROVED:		MIS
N/A			
ENVIRONMENTAL REVIEW:			
The Density Bonus Agreement is not considered a pro- Quality Act (CEQA), and is therefore not subject to CE	•	y the California Enviro	nmental
ORDINANCE: INTRODUCTION: FINAL ADOPTION	ON:		
STAFF RECOMMENDATION:			
Adopt the Resolution			

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Background Report and Site Plan
- 2. Affordable Housing Density Bonus Agreement
- 3. Performance Deed of Trust
- 4. Resolution

BACKGROUND REPORT

California's Density Bonus Law is a mechanism which allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 35% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The Density Bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land use requirements and local political issues.
- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.
- Special development bonuses are available for developers of commercial projects who partner
 with affordable housing developers to provide onsite or offsite affordable housing. Special
 bonuses are also available for condominium conversion projects and projects that include child
 care facilities.
- The Legislature has recently added density bonuses for housing developments for foster youth, disabled veterans, homeless persons and college students.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very low income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low income level.
- At least 20% of the housing units are for low income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very low income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.

- The project is a senior citizen housing development (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

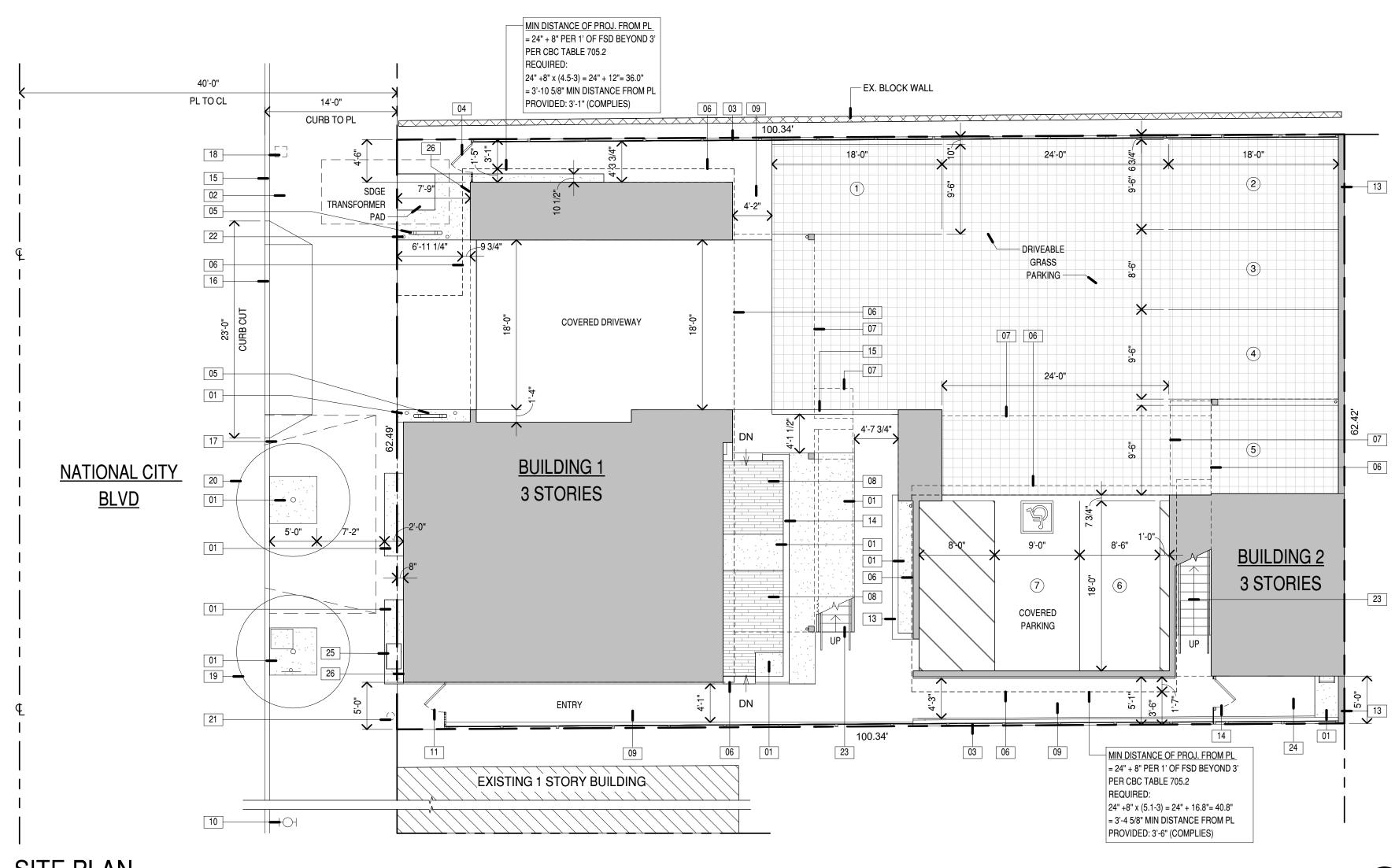
Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2015, the income and rent restrictions must remain in place for a 55 year term for very low or lower income units. Rents must be restricted as follows:

- For very low income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
- For lower income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- Area median income is determined annually by regulation of the California Department of Housing and Community Development, based upon median income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the Density Bonus Law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements.

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

The site plans for the apartment project at 129 National City Boulevard start on the following page.



1 SITE PLAN

1/8" = 1'-0"

SITE PLAN NOTES

1. SEE CIVIL PLANS FOR GRADING AND DRAINAGE INFORMATION. 2. PER MXC-2 ZONE NO SETBACKS REQUIRED AT FRONT, SIDE , AND REAR PROPERTY LINES

FIRE DEPARTMENT NOTES

- 1. 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 BACKGROUND. NUMBERS SHALL BE A MINIMUM OF 4" HIGH WITH A MINIMUM STROKE WIDTH OF 1/2". CFC 505.1.
- 2. 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 AND SHALL CONTAIN KEY(S) TO GAIN NECESSARY ACCESS AS REQUIRED BY THE FIRE CODE OFFICIAL. CFC 503.6.
- 3. WHEN SPRINKLERS ARE REQUIRED, SUBMIT FIRE SPRINKLER TENANT IMPROVEMENT PLANS TO FIRE DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION. CFC 901.4
- 4. PORTABLE FIRE EXTINGUISHER(S) SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH
- CFC 906, TABLE 906.3(1) AND CHAPTER 3, TITLE 19 CCR. 5. THIS PROJECT WILL BE IN COMPLIANCE WITH THE CURRENT EDITIONS OF NFPA, CFC, TITLE 19 AND
- LOCAL CITY OF NATIONAL CITY MUNICIPAL CODES. 6. REQUESTS FOR INSPECTIONS SHALL BE MADE 48 HOURS IN ADVANCE. INSPECTIONS SHALL BE

MADE ONCE WORK IS COMPLETE, UTILIZING APPROVED AND STAMPED PLANS. CONTRACTOR SHALL BE REQUIRED TO HAVE THE APPROVED PLANS ON SITE PER CODE.

SITE PLAN LEGEND

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	NO PARKING ZONE	(DIRECTION OF TRAVEL
	PROPOSED BUILDING	6	ACCESSIBLE PARKING PAVEMENT SYMBOL
XX	PROPERTY LINE	46	PARKING SPACE NUMBER
	SETBACK LINE	TW	TOP OF WALL
	OUTLINE OF ROOF OR BALCONY ABOVE	BW	BOTTOM OF WALL
	OUTLINE OF FLOOR ABOVE	EG	EXISTING GRADE
1		FG	FINISHED GRADE
\	CENTERLINE OF PUBLIC ROAD	FFE	FINISHED FLOOR ELEVATION
SW		ROW	RIGHT OF WAY
— — ·WM — —	EXISTING WATER MAIN	TYP	TYPICAL
— — GM — —	EXISTING GAS MAIN	UNO	UNLESS NOTED OTHERWISE

1	LANDSCAPE AREA
2	SIDEWALK PER CIVIL PLANS
3	6'H WOOD FENCE AT PROPERTY LINE
4	6'H X 3'W METAL GATE AND FENCE
5	BACKFLOW PREVENTER FOR DOMESTIC WATER PER CIVIL PLANS
6	OUTLINE OF FLOOR ABOVE
7	OUTLINE OF DECK ABOVE
3	GROUND FLOOR PRIVATE PATIO WITH PERMEABLE PAVERS PER LANDSCAPE
	PLAN
9	CONCRETE WALKWAY (4'-1" MIN, WIDTH)
0	EXISTING FIRE HYDRANT, DISTANCE TO SITE 61'
1	6'H X 3'W METAL ENTRY GATE, LOCKING SYSTEM PER OWNER
3	SPLIT FACE BLOCK RETAINING WALL PER CIVIL PLANS, COLOR TBD BY
	ARCHITECT
4	6'H X 3'W WOOD GATE, LOCKED PRIVATE ENTRY FOR UNIT 3
5	CONCRETE CURB PER CIVIL PLANS
6	PROPOSED DRIVEWAY AND CURB CUT PER CIVIL PLANS
7	EXISTING CURB CUT TO BE REMOVED

EXISTING WATER METER TO BE REMOVED

WITH NATIONAL CITY FIRE DEPARTMENT.

EXISTING TELECOM PEDESTAL TO BE REMOVED

STEEL BOLLARD TO PROTECT BACKLOW DEVICE, PAINTED

GROUND FLOOR PRIVATE PATIO WITH CONCRETE SLAB

USPS MAILBOX WITH PEDESTAL BY FLORENCE, MODEL 1570-16BK

KNOX BOX AND EMERGENCY STROBE. EXACT LOCATION TO BE COORDINATED

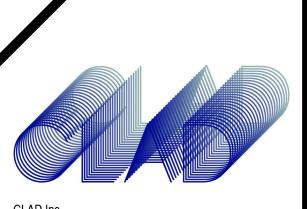
EXISTING STREET TREE TO REMAIN

PROPOSED STREET TREE

STEEL STAIR, PAINTED

KEYNOTE LEGEND

NUMBER DESCRIPTION



4766 32nd Street, San Diego, CA 92116 619.800.8105 info@cladinc.us cladinc.us



All drawings and specifications are the property of the architect and shall not be reproduced in any manner, without expressed written permission from CLAD Inc.

129 NCB

129 National City Blvd, National City, CA 91950

11.06.2019 Conformance Review Project Number: 1801

Notes

SITE PLAN

No Fees per Government Code 6103]
RECORDING REQUESTED BY:]
National City Housing Authority]

WHEN RECORDED MAIL TO:]
National City Housing Authority]
Attention: Executive Director]
1243 National City Boulevard]
National City, CA 91950]

AFFORDABLE HOUSING DENSITY BONUS AGREEMENT (129 National City Boulevard, National City)

THIS AFFORDABLE HOUSING DENSITY BONUS AGREEMENT ("Agreement") is dated as of the _____ day of ______, 2021, by and between the City of National City ("City"), and 129 NCB, LLC, a California limited liability company ("Developer").

WHEREAS, Developer is the owner of that certain real property generally located at 129 National City Boulevard, in the City of National City, County of San Diego, more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, the General Plan and Zoning Ordinance of National City permit no more than ten (10) housing units on the Property; and

WHEREAS, Developer proposes to develop a total of fourteen (14) housing units on the Property ("Development"); and

WHEREAS, pursuant to Government Code section 65915, and Sections 18.48.030, et seq. of the National City Municipal Code, the Developer has proposed to construct and restrict the rent and occupancy of two (2) residential dwelling units ("Affordable Units") to very low-income households in exchange for a density bonus ("Density Bonus") which will allow the construction of the fourteen (14)-unit Development on the Property. In addition to the Density Bonus, the Developer has requested and received incentives and concessions as set forth in Government Code Section 65915; and

WHEREAS, This Agreement will serve to memorialize Developer's obligation to provide the two (2) Affordable Units, the time frame for the construction and occupancy of the Affordable Units and the restriction of the Affordable Units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years measured from the issuance of final inspection approval for the Development.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and covenants hereinafter set forth and other good and valuable consideration, the City and Developer agree as follows:

- 1. <u>Acknowledgement of Incentives.</u> Developer acknowledges and agrees that, in addition to the Density Bonus, Developer is receiving incentives and concessions pursuant to and in accordance with the requirements of Government Code 65915.
- 2. <u>Developer Covenants</u>. Pursuant to and in consideration of the Density Bonus and the additional incentives and concessions, Developer hereby agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement two (2) 0-bedroom residential dwelling units on the Property shall be rented and occupied as Affordable Units as set forth in this Agreement. As used herein the term "Affordable Units" shall refer to the two (2) residential dwelling units on the Property which are held available strictly in accordance with the terms and conditions set forth in this Agreement.

3. <u>Affordability Restrictions</u>.

- (a) <u>Area Median Income</u>. As used herein, "Area Median Income" shall mean the area median income, as adjusted for family size, for San Diego County, established periodically by the California Department of Housing and Community Development ("HCD") and published in the California Code of Regulations. In the event HCD ceases to publish an established Area Median Income as aforesaid, the City may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.
- (b) <u>Occupancy Restrictions</u>. During the term of this Agreement, each Affordable Unit shall be occupied by a household whose income does not exceed the very low income limits applicable to San Diego County, adjusted for household size, as published annually by HCD, earning at or below fifty percent (50%) of the Area Median Income.
- (c) Rent Amount. During the term of this Agreement, the monthly rental rate for each Affordable Unit (which shall include a utility allowance based on the utility allowance schedules published annually by the National City Housing Authority) shall not exceed 1/12 of thirty percent (30%) of fifty percent (50%) of the Area Median Income, as adjusted for assumed household size and utilities. The imputed household size for each Affordable Unit shall be equal to the number of bedrooms in the unit plus one. For example, the rent for each 0-bedroom unit shall be calculated using fifty percent (50%) of the Area Median Income for a 1-person household.
- 4. <u>Restrictions</u>. The following restrictions shall also be applicable to the Affordable Units:
- (a) <u>No Relationship With Developer</u>. No Affordable Unit shall be occupied or leased to Developer or any relative (by blood or marriage) of Developer or any person employed by Developer or of any individuals who are members, principals, executives, directors, partners or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

- (b) No Full-Time Students. No Affordable Unit shall be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit. The term "full-time student" shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.
- (c) <u>No Student Dependents</u>. Notwithstanding the provisions of section 4(b), no Affordable Unit shall be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.
- (d) <u>No Owners of Real Property</u>. No Affordable Unit shall be occupied or leased to any person or any household comprised of one or more persons who own real property.
- (e) <u>Liquid Asset Limitation</u>. No Affordable Unit shall be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, eighty percent (80%) of the then-current annual Area Median Income. As used herein, the term "liquid assets" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.
- (f) <u>Income of Co-Tenants</u>. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.
- g) <u>Eligible Tenants Increased Income</u>. If as a result of the annual recertification procedure described in Section 7 below any household which was previously determined to be eligible to occupy an Affordable Unit is determined to be ineligible as a result of increased income or assets, the City will provide written notification thereof, and Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the City shall require payment of a fee by Developer, provided that no fee shall be payable so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable Unit shall pay the full market rate rent, and Developer shall pay the difference between the affordable rent and the full market rate rent, as determined by the City, to the City. The period of fee payment shall in no event exceed a period of six (6) months, at which time Developer's failure to provide such Affordable Unit to a household eligible hereunder shall constitute a material default under this Agreement.

5. <u>Term.</u> Pursuant to Government Code Section 65915, this Agreement shall be effective on the date of its recordation and shall remain in force until the date that is fifty-five (55) years from the date of issuance of final inspection approval of the Development by the City.

6. Deed of Trust.

- (a) <u>Execution and Recordation</u>. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement ("Deed of Trust"). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders, as approved by the City Manager. The subordination shall be upon such terms and conditions and for such periods of time as the City Manager may approve to protect the provision of affordable housing as required by this Agreement. The City shall reconvey the Deed of Trust following the expiration of the term of this Agreement.
- (b) Foreclosure on the Property. In the event of a foreclosure on the Property which eliminates the Deed of Trust, the new owner, upon five (5) days written notice from the City, shall: (i) execute, acknowledge and deliver to the City an assignment and assumption of this Agreement in a form as approved by the City, in its reasonable discretion, for recordation; (ii) execute, acknowledge and deliver to the City a deed of trust, in a form as approved by the City, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption of this Agreement which will secure the performance of this Agreement; and (iii) reimburse the City for all of its attorneys' fees and costs in connection with the foregoing, including all costs, attorneys' fees, and expert witnesses fees incurred by the City in obtaining compliance by the new owner, including those incurred in litigation, if any.
- 7. <u>Verification of Eligibility</u>. No Affordable Unit shall be rented to a prospective tenant or occupied by any person unless and until the City, through its designated staff, has verified that the prospective tenant or occupant is eligible and that affordable rents will be charged in accordance with the criteria set forth in this Agreement. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of the Agreement. Annually, on the anniversary of the initial certification of compliance, as determined by the City, during the term of this Agreement, Developer or its successor in interest shall certify to the City that each Affordable Unit is being occupied by eligible tenants. Said certification shall be on forms acceptable to the City.
- 8. <u>Maintenance Standards.</u> During the term of this Agreement, Developer shall maintain the unit(s) subject to this Agreement and the Property in a condition that satisfies the more stringent of (a) the requirements of the applicable local codes or (b) the United States Department of Housing and Urban Development's Uniform Physical Conditions Standards. The City shall have the right to inspect the Affordable Units and the Property prior to initial occupancy and periodically during the term of this Agreement, upon three business days' notice to Developer. The City shall have the right to disclose results of those inspections to the appropriate enforcement authorities. Any deficiencies in the physical condition of the Affordable Units shall be corrected by Developer at Developer's expense within thirty (30) days of the identification of such deficiency by the City and delivery of written notice of the same to Developer. Failure to maintain the unit(s) and the

Property in compliance with this section shall constitute a breach of this Agreement and subject the Developer to damages as set forth in Section 13 of this Agreement.

- 9. <u>Interpretation and Construction.</u> If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.
- 10. <u>Design, Construction and Occupancy Schedule for the Affordable Units</u>. The Affordable Units shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Units. The City Manager may, in his or her sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause.
- 11. <u>Indemnity</u>. Developer agrees to indemnify, defend and hold harmless the City, the National City Housing Authority, and any and all of their respective councilmembers, commissioners, members, officers, agents, servants and employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from this Agreement, including the construction, sale, rental or operation of the Development, the Property and/or any of the units, or from the default by Developer in the performance of its obligations under this Agreement; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the sole negligence or willful misconduct of the Indemnitees.
- Agreement Binding on Successors. The terms, covenants and conditions of this Agreement shall apply to, and shall bind the parties hereto and any successors or assignees. Developer shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Developer's obligations under this Agreement, on a form reasonably acceptable to the City. Upon assignment and assumption by a successor entity, as approved by the City, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes. Any sale or conveyance of the Property shall be made subject to this Agreement.
- 13. Damages; Enforcement; Remedies; Security.
- (a) <u>Standing; Equitable Remedies; Remedies Cumulative</u>. Developer expressly agrees and declares that the City shall be the proper party to, and shall have standing to, initiate and pursue

any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Developer from the City (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section and no recovery by the City shall restrict or limit the rights or remedies of persons or entities other than the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

- (b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days written notice to Developer from the City (or up to one hundred sixty (60) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued) regarding restrictions on rental of the Affordable Units, at the sole option of the City, the City shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:
- Damages For Specific Breach. The City shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(b) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for such Affordable Unit (ii) the rents actually collected by Developer for such Affordable Unit for the months in question, as reasonably determined by the City. Developer and the City agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the City as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The City shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

- (2) Acceleration and Liquidation of Future Performance. At the sole option of the City, if any material default by Developer in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Developer by the City specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating rental units equivalent to the Affordable Units, (ii) procuring such units (through purchase, lease or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Units, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Units, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.
- 14. <u>Monitoring Fees</u>. Developer shall pay to the City, each year during the term of this Agreement, an annual monitoring fee, as determined by the City in schedules promulgated by the City from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

15. General Provisions.

(a) <u>Waiver</u>. No provision of this Agreement, or breach of any provision, can be waived except in writing. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any provisions, ordinance or law, shall not be deemed to be a

waiver of any other term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law.

- (b) <u>Costs and Attorneys' Fees.</u> The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and witness, expert and attorney's fees expended in connection with such an action from the other party.
- (c) <u>Recordation.</u> This Agreement shall be recorded in the Office of the County Recorder of the County of San Diego senior to all monetary liens. City shall not be obligated to issues permits prior to such delivery and recordation of this Agreement.
- (d) <u>Integration.</u> The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to its subject matter.
- (e) <u>Ownership of the Property.</u> Developer represents and warrants that it is the owner of the Property and has full authority to execute this Agreement.
- (f) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.
- (g) <u>Notices</u>. All notices given pursuant to this Agreement shall be in writing and sent to the party at its address appearing below (a) by certified or registered U.S. mail, return receipt requested, (b) overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or (c) by personal delivery. All notices shall be effective upon receipt (or refusal to accept delivery). These addresses may be changed by any party by written notice to all other parties.

If to City: City of National City

Attention: City Manager 1243 National City Boulevard National City, CA 91950

If to Developer: 129 NCB, LLC

4766 32nd Street

San Diego, CA 92116

(h) <u>Exhibits and Recitals Incorporated</u>. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

- (i) <u>Further Assurances</u>. If Developer does not receive all of the necessary permits and approvals to construct the Project, Developer and the City agree that this Agreement and the density bonus granted herein shall be null and void and of no further force and effect and Developer and the City agree to take all reasonable steps and to execute and cause to be recorded all documents reasonably necessary to remove this Agreement and the Deed of Trust from the record chain of title to the Property.
- 16. Risk of Market Conditions. Developer shall bear sole responsibility for developing, constructing and marketing the units covered by this Agreement, pursuant to the approvals that the City has issued for the Development and the requirements contained in this Agreement. The City shall have no obligation to amend this Agreement, and the Developer shall reimburse the City for administrative costs associated with any modification of this Agreement that shall require the approval of the City Council of National City.
- 17. <u>Signature Authority</u>. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other party hereto that he or she has the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf he or she is signing.

CITY: CITY OF NATIONAL CITY	
By:Brad Raulston, City Manager	
APPROVED AS TO FORM: Charles Bell Jr., City Attorney	
By: Jennifer K. Gilman, Deputy City Attorney	

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DEVELOPER :	
129 NCB, LLC,	a California limited liability company
	, ,
By:	
Colin Lowry	y, Manager

State of California)	
County of San Diego)	
On	, 2020, before me,	
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I certify under PENALTY foregoing paragraph is true a		vs of the State of California that the
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Signature		(Seal)

State of California)	
County of San Diego)	
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I certify under PENALTY foregoing paragraph is true a		of the State of California that the
WITNESS my hand and office	cial seal.	
Signature		(Seal)

EXHIBIT "A"

Legal Description of the Property

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

THE NORTHERLY 62 1/2 OF LOTS 1 AND 2 OF WALSH'S SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF 10-ACRE LOT 2 IN QUARTER SECTION 155 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1279, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 10, 1910.

EXPRESSLY EXCEPTING FROM SAID LOT 1 ANY PORTION OF NATIONAL AVENUE ADJOINING SAID LOT 1.

APN: 556-011-25-00

No Fees per Government Code 6103

Recording Requested By:

National City Housing Authority

When Recorded Mail To:

National City Housing Authority Attention: Executive Director 1243 National City Boulevard National City, CA 91950

PERFORMANCE DEED OF TRUST (129 National City Boulevard, National City)

THIS DEED OF TRUST is dated as of the ___ day of _____, 2021, between 129 NCB, LLC, a California limited liability company ("Trustor"), whose address is 4766 32nd Street, San Diego, California 92116, Lawyers Title Company ("Trustee"), and the City of National City ("Beneficiary"), whose address is 1243 National City Boulevard, National City, California 91950.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as ("Property"):

(See Legal Description - Exhibit "A")

FOR THE PURPOSE OF SECURING:

- (1) The timely performance of the Affordable Housing Density Bonus Agreement of even date herewith ("Agreement"), between the Beneficiary and the Trustor, and any renewals, extensions, modifications or amendments to the Agreement by the Trustor and each and every covenant set forth herein; and
- (2) The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. <u>Defense of Security</u>. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

- 2. Payment of Liens and Taxes. To pay, when due, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.
- 3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.
- 4. <u>Use</u>. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.
- 5. <u>Incorporation of Agreement</u>. That the Agreement is incorporated herein by reference and made a part of this Deed of Trust.
- 6. <u>Performance of Other Obligations</u>. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. <u>Waiver of Late Payments</u>. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

- 8. <u>Full Reconveyance</u>. Upon expiration of the term of the Agreement and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."
- 9. <u>Assignment of Rents.</u> As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.
- 10. Default and Foreclosure. Upon default under the Agreement, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

- 11. <u>Due on Sale or Further Encumbrance</u>. Trustor shall not sell, transfer or otherwise dispose of the real property described in this deed of trust, or any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the Beneficiary an express written assumption of all of Trustor's obligations hereunder this deed of trust, on a form reasonably acceptable to the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.
- 12. <u>General Provisions</u>. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the City of National City, and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 13. <u>Substitution of Trustees</u>. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.
- 14. <u>Cumulative Powers and Remedies</u>. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.
- 15. <u>Conclusiveness of Recitals</u>. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.
- 16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property be mailed to:

City of National City Attention: Executive Director 1243 National City Boulevard National City, CA 91950

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

- 18. <u>Inspections</u>. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon 48 hours advance notice to Trustor. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property.
- 19. <u>Hazardous Materials Defined</u>. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery act (42 U.S.C. Section 6901, et seq.), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use,

presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

- 20. <u>Trustor's Hazardous Materials Representations and Warranties and Indemnity</u>. In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:
- (a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;
- (b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.
- (c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary.
- (d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property which, if true, could result in an order, suit or other action against Trustor affecting any

part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable by law.

- (e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.
- 21. <u>Authority to Sign</u>. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

TRUSTOR:

129 NCB,	LLC, a	California	limited	liability	company
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By:	
Colin Lowry, Manager	

State of California)		
County of San Diego)		
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I certify under PENALTY foregoing paragraph is true a		e laws of the State of Ca	lifornia that the
WITNESS my hand and office	cial seal.		
Signature		(Seal)	

Exhibit "A"

Legal Description

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

THE NORTHERLY 62 1/2 OF LOTS 1 AND 2 OF WALSH'S SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF 10-ACRE LOT 2 IN QUARTER SECTION 155 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1279, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 10, 1910.

EXPRESSLY EXCEPTING FROM SAID LOT 1 ANY PORTION OF NATIONAL AVENUE ADJOINING SAID LOT 1.

APN: 556-011-25-00

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH 129 NCB, LLC, FOR THE DEVELOPMENT OF 14 UNITS LOCATED AT 129 NATIONAL CITY BOULEVARD, NATIONAL CITY, CALIFORNIA

WHEREAS, 129 NCB LLC ("Developer") wants to develop its property located at 129 National City Boulevard, National City, California; and

WHEREAS, current zoning allows for the construction of ten (10) units by right; and

WHEREAS, the Developer will restrict the rent and occupancy of two (2) units to very low-income households (below fifty percent (50%) of area median income) in exchange for a density bonus of thirty-five percent (35%) mandated by the California Government Code Sections 65915 – 65918, which will allow the construction of an additional four (4) units for a total of fourteen (14) units on the property; and

WHEREAS, the Affordable Density Housing Bonus Agreement ("Agreement") will serve to memorialize the Developer's obligation to provide the two (2) affordable units and the restriction of the affordable units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust will also be recorded to secure the Agreement on the property.

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

Section 1: Approves an Affordable Housing Density Bonus Agreement with 129 NCB, LLC, restricting the rent and occupancy of two (2) units to very low-income households in exchange for one density bonus concession pursuant to California Government Code Sections 65915 – 65918 for the development of fourteen (14) units located at 129 National City Boulevard, in National City, California.

Section 2: That the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement, and after it is recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk.

Resolution No. 2021 – Page Two

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 15th day of June 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Housing Authority to enter into a Memorandum of Understanding with the County of San Diego for data sharing relating to the administration of COVID-19 emergency rental assistance programs to avoid duplication of benefits to ensure federal, state or local assistance will not be provided for the same costs. (Housing Authority)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	June 15, 2021	A	GENDA ITEM NO.	
ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Housing Authority to enter into a Memorandum of Understanding with the County of San Diego for data sharing relating to the administration of COVID-19 emergency rental assistance programs to avoid duplication of benefits to ensure federal, state or local assistance will not be provided for the same costs.				
PHONE: (619) 33	Housing Programs Manager	DEPARTMENT: APPROVED BY:	Housing Authority	
EXPLANATION: The City of National City (City) and County of San Diego (County) are operating two different emergency rental and utility assistance programs in their respective jurisdictions to assist eligible households who have been financially impacted by the COVID-19 pandemic (ERAP). The City and County desire to enter this MOU to allow data to be shared relating to applicants for the ERAP that applied in the same jurisdiction. The MOU will allow the City and County to prevent a duplication of benefits. It will ensure that federal, state, or local assistance will not be provided for the same costs.				
FINANCIAL STAT	EMENT:	APPROVED:	Finance	
ACCOUNT NO.	-	APPROVED:	MIS	
Not applicable to	this report.			
ENVIRONMENTAL	<u>REVIEW</u> :			
This Agenda Item	n is not a project and, therefore, i	s not subject to environmer	ital review.	
ORDINANCE: IN	TRODUCTION: FINAL ADD	OPTION:		
STAFF RECOMME	ENDATION:			
Adopt the resolut	tion and authorize the MOU with	the County of San Diego.		
BOARD / COMMIS	SSION RECOMMENDATION:			

ATTACHMENTS:

- 1. MOU
- 2. Resolution

Not applicable to this report.

Memorandum of Understanding Between The County of San Diego and the City of National City

For Data Sharing Relating to the Administration of COVID-19 Emergency Rental Assistance Programs

Parties

This Memorandum of Understanding ("MOU") is made between the County of San Diego (the "County") and the City of National City ("CITY"). The parties to this MOU may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, in response to the ongoing COVID-19 pandemic, the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), signed into law on December 27, 2020, included \$25 billion for emergency rental assistance program funds for state, local, and tribal governments throughout the United States. These funds included \$2.6 billion for the State of California.

WHEREAS, the parties are operating two different emergency rental and utility assistance programs in their respective jurisdictions to assist eligible households who have been financially impacted by the COVID-19 pandemic ("ERAP").

WHEREAS, the County is operating the County of San Diego COVID-19 ERAP to provide payment assistance for rent and utilities for residents of the County.

WHEREAS, the CITY is operating the ERAP to provide assistance payments for rent and utilities for residents of CITY.

WHEREAS, the parties reviewed the applications for both parties' ERAPs; examined the jurisdiction criteria contained in the parties' applications; and determined that some applicants were applying for assistance in the wrong jurisdiction.

WHEREAS, the parties now desire to enter this MOU to allow them to share data relating to applicants for the ERAPs who applied in the same jurisdiction.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.
- 2. Administration of MOU: Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change shall become effective upon the receipt of such notice by the other party to this MOU. Notice of the authorized representative shall be sent to each party as follows:

County of San Diego	The City of National City
David Estrella Director Housing and Community Development Services Health and Human Services Agency 3989 Ruffin Road MS 0-231 San Diego, CA 92123 858-694-8750	Carlos Aguirre Director National City Housing Authority City of National City 1243 National City Boulevard National City, CA 91951 619-336-4391 caguirre@nationalcityca.gov

3. Parties' Responsibilities: In an effort to properly provide payment assistance to all eligible applicants within the County, the parties agree as follows:

3.1. Data Sharing:

- 3.1.1. The parties agree to share personal information (defined below) of eligible applicants (defined below) who applied for assistance benefits from an ERAP in the same jurisdiction.
- 3.1.2. Personal information shall include the name, address, telephone number, and email address of the eligible applicant.
- 3.1.3. The parties agree that eligible applicants shall only include applicants who expressly agreed to the disclosure of their personal information through the ERAP application process with the given party. The party receiving an application for the ERAP will ensure that the applicant has signed the Applicant Self-Certification form.
- 3.1.4. The party receiving an application for the ERAP will provide to the other party a separate Applicant Self-Certification form signed by the applicant when requesting additional information not identified in this MOU.

3.2. Method:

- 3.2.1. At the end of each week or some other agreed upon frequency, each party will export a CSV or Excel file containing the personal information of eligible applicants who applied to the same jurisdiction. The parties will make a separate file for each jurisdiction containing only eligible applicants.
- 3.2.2. Files will be uploaded to a secured shared electronic box location. Each party will only be given access to the personal information of eligible applicants who are within their jurisdiction.
- 3.2.3. The shared file will be password protected. Each party will process the file under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the personal information, and in Page 2 of 6

- such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal, or other means.
- 3.2.4. Each party will store the personal information in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

3.3. Use:

- 3.3.1. Personal information of an eligible applicant shall only be shared with the authorized employees and officials of the appropriate jurisdiction who require access to the personal information in order to perform their official duties in connection with the activities described in Section 3.3.3. Parties shall not share personal information of an eligible applicant except as expressly stated in this Section 3...
- 3.3.2. Each party will advise all personnel who will have access to the personal information of the confidential nature of the information and the safeguards required protecting the information, including the consequences and/or penalties for inappropriate use and/or disclosure of such information.
- 3.3.3. The receiving party will only use the personal information in order to cross-reference and validate that an eligible applicant has not received assistance payments from the other party's ERAP. The personal information shall not be used in any other way by the receiving party.
- 3.3.4. The parties agree that any personal information shared under this MOU is confidential information and shall be treated as such.
- 3.3.5. Each party will notify the other party immediately, by electronic correspondence or telephone, upon discovery of unauthorized access or use of any personal information provided by the other party. The party suffering the breach will complete a Breach/Security Incident Report within 24 hours of discovery of a breach or security incident.
- 3.4. Nothing herein shall make the parties liable to one another for the validity of the information which is being shared.

4. Indemnity:

- 4.1. Claims Arising from the Sole Acts or Omissions of a Party: Each party to this MOU hereby agrees to defend and indemnify the other parties to this MOU, their agents, officers and employees, from any claim, action or proceeding against the other parties, arising solely out of its own acts or omissions in the performance of this MOU. At each party's sole discretion, each party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any party of any obligation imposed by this MOU. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
- 4.2. Claims Arising from Concurrent Acts or Omissions: The parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the parties. In such cases parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 4.3 below.
- 4.3. Joint Defense and Reimbursement and Reallocation: Notwithstanding paragraph 4.2 above in cases where parties agree in writing to a joint defense, parties may appoint joint

defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of parties. Joint defense counsel shall be selected by mutual agreement of parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows:

4.3.1. Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both parties. Where a trial verdict or arbitration award allocates or determines the comparative fault of parties, parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

5. Insurance.

5.1. The parties shall maintain a program of self-insurance or obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked below.

\boxtimes	General Liability
	\$1,000,000.00
\boxtimes	Workers Compensation
	\$1,000,000.00
\boxtimes	Automobile Liability
	\$500,000.00

This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The policies shall provide that coverage on all policies may not be canceled, amended, terminated, or otherwise modified without thirty (30) days advance written notice to the parties. Coverage shall remain in full force and effect during the entire term of the policy.

- 5.2. The parties shall also obtain Cyber Liability with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 5.3. The parties shall name each other as certificate holders on all insurance policies and be named as additional insured on all general liability, automobile, and cyber liability policies.
- 5.4. All insurance required to be purchased and maintained shall be endorsed with a waiver of subrogation. Each party's insurers in their endorsements agree to waive all rights of subrogation against the other parties for losses paid by the party's insurers that arise out of or in connection with each party's performance under this MOU.
- **6. Conformance With Rules And Regulations:** Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted.
- 7. **Governing Law:** This MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- **8. Information Privacy and Security Provisions:** Parties agree to follow all federal, state, and local laws related to privacy of protected information and security of data, and to keep applicant information confidential.
- 9. Third Party Beneficiaries Excluded: This MOU is intended solely for the benefit of the County and CITY. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce

provisions of this MOU by third parties is specifically prohibited.

- **10. Amendments to MOU:** Any party may propose amendments to this MOU by providing written notice of such amendments to the other parties. This MOU may only be amended by a written amendment signed by all parties.
- 11. Severability: If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.
- **12. Full Agreement:** This MOU represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
- **13. Scope of MOU:** This MOU only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOU.
- **14. Term:** This MOU shall become effective on the date all the parties have signed this MOU and shall continue through December 31, 2021, with one additional one-year option to extend upon agreement of the parties.
- **15. Termination For Convenience.** Any party may, by written notice stating the extent and effective date, terminate this MOU for convenience in whole or in part, with a 30-day advance notice to the respective parties.
- **16.** Counterparts: This MOU may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

Remainder of this page is intentionally left blank

IN WITNESS WHEREOF, this MOU is entered into by the County and CITY by and through the signature of the parties' authorized representative(s), all as set forth below.

COUNTY OF SAN DIEGO, a public agency	CITY OF NATIONAL CITY a public agency		
By:	By: Carlos Aguirre, Director		
	National City Housing Authority		
Date:	Date:		
APPROVED AS TO FORM:	APPROVED AS TO FORM:		
COUNTY COUNSEL,	CITY OF NATIONAL CITY,		
By:	By:		
Name	Jennifer K. Gilman		
Title	Deputy City Attorney		

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY OF NATIONAL CITY'S HOUSING AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN DIEGO FOR DATA SHARING RELATING TO THE ADMINISTRATION OF COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAMS

WHEREAS, the City of National City ("City") and County of San Diego ("County") are operating two different Emergency Rental and Utility Assistance Programs ("ERAP") in their respective jurisdictions to assist eligible households who the COVID-19 pandemic has financially impacted; and

WHEREAS, the City's Housing Authority and County desire to enter this Memorandum of Understanding ("MOU") to allow data to be shared relating to applicants for the ERAP that applied in the same jurisdiction; and

WHEREAS, the MOU will allow the City's Housing Authority and County to prevent a duplication of benefits and will ensure that federal, state, or local assistance will not be provided for the same costs.

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

Section 1: Authorizes the City of National City's Housing Authority to enter into a Memorandum of Understanding with the County of San Diego for data sharing relating to the administration of COVID-19 emergency rental assistance programs.

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the one (1) year ratified Agreement and Authorizing the Mayor to Execute the ratified Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program for FY 2021. The City of National City will be reimbursed \$105,000 for FY 2021. (Police)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

June 15, 2021	AGENDA ITEM NO.
ITEM TITLE: Resolution of the City Council of the City of Nati Agreement and Authorizing the Mayor to execut High School District for partial funding of the Sci of National City will be reimbursed \$105,000 for	te the ratified Agreement with the Sweetwater Union hool Resource Officer Program for FY 2021. The City
PREPARED BY: Alejandro Hernandez, Captain	DEPARTMENT: Police
PHONE: (619) 336-4519	APPROVED BY: 374
EXPLANATION:	
(SROs). SROs provide specialized campus sec Sweetwater Union High School District and the	ssigns two police officers as School Resource Officers urity and general law enforcement services to the National School District. The salaries and benefits for tween the City of National City and the Sweetwater
National City to continue sharing the costs of the	Union High School District would be retroactive to July 1, eval and ratification agreement would allow the City of e School Resource Officer Program with the Sweetwater ratification of this item, the City of National City will be paid \$105,000 for FY2021.
FINANCIAL STATEMENT:	APPROVED: Page Supperson Finance
ACCOUNT NO.	APPROVED: MIS
FY19: Revenue: 001-11108-3467 Expenditure: 001-411-108-*	FY21 \$105,000
ENVIRONMENTAL REVIEW:	
N/A	
ORDINANCE: INTRODUCTION: FINAL AD	OOPTION:
STAFF RECOMMENDATION:	
Approve the Resolution.	
BOARD / COMMISSION RECOMMENDATION:	
N/A	
ATTACHMENTS:	

Exhibit "A" Scope of Services

Powerpoint presentation

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AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND SWEETWATER UNION HIGH SCHOOL DISTRICT

THIS AGREEMENT is entered into on this **March 8, 2021**, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and the SWEETWATER UNION HIGH SCHOOL DISTRICT, a public entity and school district (hereinafter the "DISTRICT").

RECITALS

WHEREAS, the CITY and DISTRICT (collectively referred to as the "Parties") desires to provide a safe, secure, and orderly teaching and learning environment for all students and staff within Sweetwater Union High School District and the City of National City by protecting life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

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

- 1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2020. The duration of this Agreement is for the period of July 1, 2020 through June 30, 2021. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to one (1), one-year extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and on behalf of the DISTRICT by Chief Financial Officer Dr. Jenny Salkeld.
- 2. **SCOPE OF SERVICES.** The CITY and the DISTRICT agree to perform the services set forth as attached in the SCOPE OF SERVICES, attached as "Exhibit A" hereto, in accordance with all terms and conditions contained herein. To the extent that there are any inconsistencies between the Agreement and "Exhibit A", this Agreement controls.
- 3. PROJECT COORDINATION AND SUPERVISION. The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT hereby assigns the Chief of Educational Equity to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT.
- 4. <u>COMPENSATION AND PAYMENT</u>. The total compensation from the DISTRICT to the CITY shall be the flat fee of one-hundred-five-thousand dollars (\$105,000) for the period of July 1, 2020 through June 30, 2021, upon invoicing, following execution of the Agreement and ratification by the Board of Trustees.

- 5. <u>ACCEPTABILITY OF WORK</u>. Either party may request an informal meeting to discuss any concern regarding compliance with the Roles and Responsibilities listed in Exhibit "A". Parties agree to conduct such meeting no later than 10 working days after the request.
- 6. <u>INDEPENDENT CONTRACTOR</u>. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures with one another. Neither the DISTRICT nor the DISTRICT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

- 7. <u>CONTROL</u>. Neither the DISTRICT nor its officers, agents, or employees shall have any control over the conduct of the CITY or any of the CITY'S employees, except as herein set forth, and the CITY or the CITY'S agents, servants, or employees are not in any manner agents, servants, or employees of the DISTRICT, it being understood that the CITY its agents, servants, and employees are as to the DISTRICT wholly independent, and that the CITY'S obligations to the DISTRICT are solely such as are prescribed by this Agreement.
- 8. COMPLIANCE WITH APPLICABLE LAW. The CITY AND DISTRICT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the CITY whether now in force or subsequently enacted. Similarly, the CITY shall commit to complying the DISTRICT board policies regarding confidentiality, FERPA, and not sharing information obtained from the DISTRICT with Department of Homeland Security unless required by law or a court of competent jurisdiction.
- 9. <u>LICENSES, PERMITS, ETC.</u> The CITY and DISTRICT represent and covenant that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CITY and DISTRICT represent and covenant that the DISTRICT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CITY or DISTRICT to practice its profession.
- 10. **STANDARD OF CARE.** The CITY and DISTRICT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CITY'S and DISTRICT'S trade or profession currently practicing under similar conditions and in similar locations.
- 11. <u>NON-DISCRIMINATION PROVISIONS</u>. The Parties shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The Parties 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 Parties agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY or DISTRICT setting forth the provisions of this non-discrimination clause.

- CONFIDENTIAL INFORMATION. The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Parties agree to comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act (FERPA) and related California law. Such confidential information shall not be disclosed unless required by federal, state or local law. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.
- 13. **NO INDEPENDENT BASIS FOR LIABILITY.** Nothing herein shall create, by this or other understanding between the parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The CITY'S liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.
- agrees to defend, indemnify and hold harmless the other party, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the other party's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party, its agents, officers, employees or volunteers. Parties will cooperate reasonably in the defense of any action, and both parties shall employ competent counsel, reasonably acceptable to the other party.

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

15. WORKERS' COMPENSATION. The Parties shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the other party and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the other party or its officers, employees, or volunteers, for or on account of any liability under any of

said acts which may be incurred by reason of any work to be performed by the other party under this Agreement.

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

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award.

17. TERMINATION.

- A. This Agreement may be terminated with or without cause by either Party. Termination without cause shall be effective only upon 60-day's written notice to either Party. During said 60-day period the CITY shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by either Party for cause in the event of a material breach of this Agreement, misrepresentation by either Party in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the Agreement.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to either Party as provided for herein.
- NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Chief of Police

National City Police Department

City of National City

1243 National City Boulevard National City, CA 91950-4397

To DISTRICT:

Chief Financial Officer

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City of National City and Sweetwater Union HSD Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA. 91911-2896

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

19. MISCELLANEOUS PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Assignment & Assumption of Rights. DISTRICT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
- H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- I. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the

Page 5 of 10

City of National City and Sweetwater Union HSD parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

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

[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

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

CITY OF NATIONAL CITY	SWEETWATER US SCHOOL DISTRIC	
Ву:	By:	
	Page 6 of 10	City of National City and

	Chief Financial Officer	
Date Ratified by City	Date Ratified by Governing	
Council:	Board: 3/8/2021 Them: H-1	
APPROVED AS TO FORM:	- 40 0 4	
Charles E. Bell, Jr. City Attorney	Jennifer Carbuccia General Counsel	
	_ / / 1	

Alejandra Sotelo-Solis, Mayor

Jenny Salkeld

EXHIBIT A SCOPE OF SERVICES

MISSION STATEMENT: It is the mission of the Sweetwater Union High School District in concert with the National City Police Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the Sweetwater Union High School District and the City of National City by protecting life and property.

Ensuring the safety of students and staff on school campuses in National City is a priority to the school administration and the Police Department. Campus security will be increased by the presence of police officers who will interact with the students in both a positive and proactive manner. Police officers on campus will help improve relations between the Police Department and the youth of the community. Police officer availability shall be determined at the sole discretion of the Chief of Police of the National City Police Department. As a result, the Sweetwater Union High School District and the City of National City Police Department agree to undertake the following responsibilities and expectations to achieve these mutual objectives.

A. SCHOOL DISTRICT'S ROLE AND RESPONSIBILITY

- 1. Ensure student welfare portal to portal;
- 2. Develop procedures to handle campus safety issues;
- 3. Develop emergency response procedures;
- 4. Develop a School Safety Plan;
- 5. Work with CITY to select any new School Resource Officer being assigned to DISTRICT;
- 6. Establish and follow procedures for referring School Resource Officer involvement; and
- 7. Cooperate with and support in a proactive manner with the City of National City Police Department School Resource Officers efforts to work with students, school personnel, parents and the community.

B. SCHOOL RESOURCE OFFICERS' ROLE AND RESPONSIBILITY

- 1. To provide prevention/intervention by:
 - a. Providing a visible uniform police officer presence on the campuses of the Sweetwater Union High School District located in National City.
 - b. Developing classroom and faculty presentations related to the youth and the law when requested.
 - c. Hold at least one (1) jointly-planned DISTRICT student forum regarding the role of school policing, including review of relevant DISTRICT impact data as agreed to by the parties.
 - d. Hold at least two (2) jointly-planned DISTRICT community forums regarding community policing and safety, including review of relevant school and community impact data as agreed to by the parties.
 - e. Attending parent conferences/meetings as available
 - f. Attending Student Attendance Review Board (S.A.R.B.) meetings as available.
 - g. Scheduling security activities as needed.
 - h. Respond to all law enforcement related matters as they occur during regular school hours when available.
 - i. Attend various sporting events and school activities as needed for proactive enforcement and interaction. Any overtime that is required for

Page 8 of 10

City of National City and Sweetwater Union HSD

- any events, activities, meetings, etc., will be paid for by the DISTRICT per the MOU
- j. Documenting all incidents of crime as per Department regulations.
- k. Assisting with developing and revising school security procedures and emergency response drills.
- 1. Assisting the school's safety committee in developing the School Safety Plan
- m. Comply with all student confidentiality requirements, including the Family Educational Rights and Privacy Act and related California law.
- n. Treat all individuals with fairness, respect and dignity in equally enforcing the laws and providing equal service to the public, regardless of immigration status, race, ethnicity, gender, religious beliefs or any other protected class.
- o. Not enforce immigration laws.
- p. Not gather, share or distribute any information related to any student's (or student's family members) immigration status for the purposes of immigration enforcement.
- 2. To continue to work with:
 - a. Community agencies; and
 - b. Parent/teacher groups as needed throughout the affected schools.
- 3. Liaison with National City Police Department personnel who are investigating criminal cases/reports or criminal activity within the affected schools.
- 4. Continue to work with school staff and District personnel in matters of mutual concern such as:
 - a. Education and Training
 - b. Prevention and intervention in the areas of alcohol and drug use on campus
 - c. Safety of students and staff on campus
 - d. Gang-related violence and crime
 - e. Campus intrusion, and loss and/or damage to property
- 5. Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.
- C. SPAN OF CONTROL/JURISDICTION: Prevention, education, training and proactive activities will take place at Sweetwater High School, Granger Junior High School and National City Middle School located in the City of National City.
- D. RESOURCE: Resource and local management will be coordinated at:

Page 9 of 10

City of National City and Sweetwater Union HSD Chief Financial Officer Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA. 91911-2896

Chief of Police National City Police Department 1200 National City Boulevard National City, CA. 91950

E. **COST:** One (1) officer will be funded jointly by the National City School District and the Sweetwater Union High School District and one (1) officer will be funded by the City of National City (Police Department).

The Sweetwater Union High School District will contribute to this effort as set forth in Section 4 of this Agreement. If the Agreement is canceled as herein permitted, the CITY shall return forthwith to the DISTRICT, the portion of such payment allocable to the period of the term subsequent to the effective date of cancellation.

The total compensation from the DISTRICT to the CITY shall be the flat fee of one-hundred-five-thousand dollars (\$105,000) for the period of July 1, 2020 through June 30, 2021, upon invoicing, following execution of the agreement and ratification by the Board of Trustees. The Agreement may be extended by mutual agreement upon the same terms and conditions. The Parties may exercise up to one (1), one-year term extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and on behalf of the DISTRICT by Chief Financial Officer Dr. Jenny Salkeld.

4/13/2021 Coversheet





March 8, 2021

Board Item - H.-1.

Issue:

Agreement for School Resource Officer (SRO) services for the 2020-2021 school year.

Superintendent's Recommendation:

Approve/ratify renewal of Agreement between the Sweetwater Union High School District (SUHSD) and the City of National City for School Resource Officer (SRO) services, for the 2020–2021 school year.

Analysis:

The Police Department of the City of National City provides uniformed School Resource Officers for all district schools in their jurisdiction. The school resource officers under contract with SUHSD and their respective agency enable the district to provide the necessary support to the schools in National City. The presence and pro-active support of law enforcement has greatly enhanced school security. School Resource Officers provide campus security and police follow-up; classroom presentations related to youth and the law; attendance at parent meetings and student events when necessary; and participate on the School Attendance Review Board (SARB) and School Safety Committees, when available.

The Sweetwater Union High School District and the City of National City will provide two officers who are assigned to Sweetwater High, National City Middle and Granger Junior High Schools. One (1) officer will be funded jointly by the National School District and the Sweetwater Union High School District; and one (1) officer will be funded by the City of National City Police Department. Total cost to the district is \$105,000.

This Board Agenda Item supports LCAP Goal 2, safe and healthy learning environment, because it helps to provide safer campuses for students and staff.

For questions regarding this board item, please contact Dr. Vernon Moore at (619) 691-5533 or vernon,moore@sweetwaterschools.org.

Fiscal Impact:

Cost not to exceed \$105,000, for the 2020-2021 school year, to be paid from the district General Fund, LCFF/Supplemental and Concentration Account, Resource Code: 0090.

ATTACHMENTS:

Description

NCPD Agreement

1 37. Item H-1 - AUDIO CLIP - 03 08 21

Type

Backup Material

Cover Memo



NATIONAL CITY POLICE DEPARTMENT

Staff Report on the School Resource Officer program



PROGRAM HISTORY

- The School Resource Officer program has been in existence with the National City Police Department for well over 31 years. In fact, if memory serves me right, Officer Don Smith was on fifthe School Resource Officer program has been in existence with the National City Police Department for well over 31 years. In fact, if memory serves me right, Officer Don Smith was one of my school resource officers in the late 80's.
- e of my school resource officers in the late 80's.
- The School Resource Officer program has been in existence with the National City Police Department for well over 31 years. In fact, if memory serves me right, Officer Don Smith was one of my school resource officers in the early 90's.



PARTNERSHIP WITH THE SCHOOL DISTRICTS HAVE BEEN BENEFICIAL

- 1. Visual deterrent- having police officers on campus help with the potential of criminal activity that may come onto campus.
- 2. Safety- a police officer on campus will respond immediately to an on-campus emergency to address an issue(s).
- 3. Engagement- developing positive relations with our students in a non-enforcement environment.
- 4. Developing a close working relationship with school administrators and staff to improve the working relationship with students.
- 5. Presentations- engaging students and parents with important topics about gangs, drugs, and bullying.
- 6. Developing safety plans for the schools for emergency protocols
- 7. Training on campus for major incidents, such as active shooter training. LECC (San Diego Law Enforcement Coordination Center) reports critical intelligence to prevent school incidents.
- 8. Threat assessment- for students, staff, and visitors
- 9. Handle with care program- working with the San Diego District Attorney's Office to provide early warning system for trauma.
- 10. Community engagement- the school resource officer program is the hub for community engagement. Some of the programs that originate in our school resource program are;



COMMUNITY ENGAGEMENT

The school supply give away (partnered with the Rotary Club)- the program was designed to provide elementary school students with the school supplies needed to begin the school year.

Shop with a Cop- a County-wide program designed to select students in need to provide them with toys during the holiday season

Turkey giveaway- department initiated program that selects families in our schools that are in need during the holiday season.

Christmas giveaway- department initiated program that selects families in our schools that are in need during the holiday season.

Bike rodeo and giveaway- providing training, protective gear, and bikes to some participants in need of a bike.

STARPAL- Police Athletic League that provides our students different opportunities in the community developing partnerships with athletes from local professional teams.

Social media- use of social medial program to connect and inform school kids and families with public service announcements and events.



Thank you

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE SWEETWATER UNION HIGH SCHOOL DISTRICT FOR REIMBURSEMENT TO THE CITY OF NATIONAL CITY OF \$105,000 FOR THE FISCAL YEAR 2021

WHEREAS, the National City Police Department currently assigns two Police Officers as School Resource Officers ("SROs"); and

WHEREAS, SROs provide specialized campus security and general law enforcement services to the Sweetwater Union High School District; and

WHEREAS, agreements between the City of National City and the Sweetwater Union High School District fund the salaries and benefits for the SROs; and

WHEREAS, the Agreement with the Sweetwater Union High School District would be retroactive to July 1, 2020, and extend through June 30, 2021; and

WHEREAS, approval and ratification of the Sweetwater Union High School District Agreement would allow the City of National City to continue sharing the costs of the School Resource Officer Program with the Sweetwater Union High School District; and

WHEREAS, upon approval and ratification of this Agreement, the City of National City will be reimbursed \$105,000.00 for Fiscal Year 2021.

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

Section 1: Authorizes the Mayor to execute the Agreement with the Sweetwater Union High School District for Fiscal Year 2021 with a reimbursement to the City of National City of \$105,000.

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

PASSED and ADOPTED this 15th day of June, 2021

ATTEST:	Alejandra Sotelo-Solis, Mayor		
Luz Molina, City Clerk			
APPROVED AS TO FORM:			
Charles E. Bell City Attorney			

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the one (1) year ratified Agreement and Authorizing the Mayor to execute the ratified Agreement with the National School District for partial funding of the School Resource Officer Program for FY 2021. The City of National City will be reimbursed \$77,068 for FY 2021. (Police)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	June 15, 2021		AGENDA ITEM NO.
Agreement and A School District for	City Council of the City of Na Authorizing the Mayor to execu r partial funding of the School be reimbursed \$77,068 for FY	ute the ratified Agreement with Resource Officer Program for	n the National
PREPARED BY: A PHONE: (619) 336 EXPLANATION: The National City (SROs). SROs pr Sweetwater Unio	Alejandro Hernandez, Captair 6-4519 v Police Department currently rovide specialized campus se n High School District and the funded by a joint agreement b	assigns two police officers as curity and general law enforce National School District. The	School Resource Officers ement services to the salaries and benefits for
extend through Ju City to continue s High School Distr	reement with the National Sclune 30, 2021. Approval and racharing the costs of the Schoorict. Upon approval and ratifical for FY2021 and would be	atification agreement would a I Resource Officer Program w ation of this item, the City of N	illow the City of National with the Sweetwater Union
FINANCIAL STATE	MENT:	APPROVED:	Particularium - Finance
FY19: Revenue: 00 Expenditure	01-11108-3467 : 001-411-108-*	APPROVED : FY21 \$77,068	MIS
ENVIRONMENTAL N/A	REVIEW:		
ORDINANCE: INT	RODUCTION: FINAL A	ADOPTION:	
STAFF RECOMME	NDATION:		
Approve the Resol	lution.		
BOARD / COMMISS N/A	SION RECOMMENDATION:		
ATTACHMENTS:			
9:	between the City of National (City and the National School I	District Exhibit "A" Scope of

Services

Powerpoint presentation

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NATIONAL SCHOOL DISTRICT

THIS AGREEMENT ("Agreement") is entered into on this 1st day of July, 2020 ("Execution Date"), by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), on behalf of and in concert with THE NATIONAL CITY POLICE DEPARTMENT ("NCPD"), and the NATIONAL SCHOOL DISTRICT, a school district duly organized and validly existing under the laws of the State of California (hereinafter the "DISTRICT"). The CITY and the DISTRICT may be individually referred to herein as a "Party" or may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties desire to provide a safe, secure, and orderly teaching and learning environment for all students and staff within the DISTRICT and the CITY through the protection of life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

NOW, THEREFORE, in consideration of the agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

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

- 1. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall become effective on the date of approval of this Agreement by the DISTRICT's Governing Board ("Board") ("Effective Date"). The duration of this Agreement is for the period from the Effective Date through June 30, 2021 ("Term"), unless terminated earlier as provided herein. Completion dates or time durations for specific portions of the project are set forth in the SCOPE OF SERVICES AND PAYMENT, attached hereto as Exhibit "A" and incorporated herein by reference.
- 1.1 This Agreement may be extended, upon the same terms and conditions, for one (1) additional one (1) year term, only by a document in writing executed by both Parties. If such extension is entered, such extension term would be for the period of July 1, 2020 through June 30, 2021 ("Extension Term").
- 2. **SCOPE OF SERVICES.** The Parties agree to perform the services set forth in Exhibit "A", in accordance with all terms and conditions contained herein.
- 3. **PURPOSE AND OBJECTIVES OF THE SRO PROGRAM.** The mission of the School Resource Officer ("SRO") program is to create and maintain a safe, secure, and orderly

teaching and learning environment for all District students and staff. In achieving this mission, the SRO program will focus on the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning an SRO employed by the NCPD to monitor and police the facilities of the District during the Term of this Agreement, as described herein and within Exhibit "A".

4. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT. Director of Student Support Services thereby is designated as the Project Director for the DISTRICT.

5. **COMPENSATION AND PAYMENT.**

- 5.1 The total compensation from the DISTRICT to the CITY shall be a flat fee of Seventy-Seven Thousand Sixty-Eight Dollars for the period of July 1, 2020 through June 30, 2021.
- 6. <u>ACCEPTABILITY OF WORK</u>. Either Party may request an informal meeting to discuss any concern regarding compliance with a Party's respective role(s) listed in Exhibit "A". To the extent reasonably possible, Parties agree in good faith to conduct such meeting no later than ten (10) business days after said request.
- 7. <u>INDEPENDENT CONTRACTOR</u>. Both Parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the DISTRICT nor the DISTRICT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

8. **CONTROL.**

- 8.1 Neither the DISTRICT nor its Board, officers, agents, employees, consultants, or representatives shall have any control over the conduct of the CITY or any of the CITY's officers, agents, or employees, except as herein set forth or as otherwise required by law, and the CITY or the CITY's officers, agents, or employees are not in any manner officers, agents, or employees of the DISTRICT, it being understood that the CITY, its officers, agents, and employees are as to the DISTRICT wholly independent, and that the CITY's obligations to the DISTRICT are solely such as are prescribed by this Agreement.
- 8.2 Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the DISTRICT or any of the DISTRICT's Board, officers, agents, employees, consultants, or representatives, except as herein set forth or as otherwise required by law, and the DISTRICT or the DISTRICT's Board, officers, agents, employees, consultants, or

representatives are not in any manner officers, agents, or employees of the CITY, it being understood that the DISTRICT, its Board, officers, agents, employees, consultants, and representatives are as to the CITY wholly independent, and that the DISTRICT's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.**

- 9.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the CITY, whether now in force or subsequently enacted.
- 9.2 The CITY, and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement, in the performance of the services to be provided herein, shall comply with all applicable local, state, and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the DISTRICT, whether now in force or subsequently enacted.
- 10. <u>LICENSES, PERMITS, ETC.</u> Each Party represents and covenants that it and its respective employees, contractors, consultants, and subcontractors bound by or acting pursuant to this Agreement have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its respective profession. Each Party represents and covenants that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for it to practice its profession.

11. STANDARD OF CARE.

- 11.1 The DISTRICT, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the DISTRICT's trade or profession currently practicing under similar conditions and in similar locations.
- 11.2 The CITY, and its respective employees, contractors, consultants, and subcontractors, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CITY's trade or profession currently practicing under similar conditions and in similar locations.

12. <u>NON-DISCRIMINATION PROVISIONS</u>.

12.1 The DISTRICT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The DISTRICT will take positive action

to ensure 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 DISTRICT agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

12.2 The CITY shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CITY will take positive action to ensure 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 CITY agrees to post in conspicuous places available to employees and applicants for employment any legally required notices to such effect.

13. **CONFIDENTIAL INFORMATION.**

- 13.1 The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized by federal, state or local law, including applicable student privacy laws. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.
- 13.2 DISTRICT believes, and by ratifying this Agreement determines, that providing safe school sites for children to learn is a legitimate educational interest. Thus, if and only if it is required to provide for the safety and security of school sites, the SRO may have direct access to student records, as authorized by 34 Code of Federal Regulations part 99.31(a)(1)(i)(A)-(B). In accordance with the statute, SRO shall be under the direct control of the DISTRICT with respect to the use and maintenance of education records and shall be subject to the re-disclosure requirements of 34 Code of Federal Regulations part 99.33. The assigned SRO shall sign an acknowledgment of these conditions, substantially in the form of the Use of Educational Records Form, attached hereto as Exhibit "B" and incorporated herein by reference, prior to the start of his or her assignment. Without limiting its applicability in any way, the Parties specifically acknowledge that the indemnity, defense, and hold harmless provisions of Section 16 to this Agreement shall apply to student record access under this Section.

14. NO INDEPENDENT BASIS FOR LIABILITY.

14.1 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the CITY to either the DISTRICT or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent

manner. The CITY's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

14.2 Nothing herein shall create, by this or other understanding between the Parties, an independent basis for liability of the DISTRICT to either the CITY or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The DISTRICT's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.

15. <u>INDEMNIFICATION AND HOLD HARMLESS</u>.

- 15.1 Notwithstanding any other provision of this Agreement, DISTRICT agrees to indemnify, defend, and hold CITY, its officers, officials, agents, employees, and volunteers free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of DISTRICT, its Board, officers, agents, employees, consultants, and representatives arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of the CITY. If obligated to indemnify, defend, or hold harmless CITY under this Agreement, DISTRICT shall reimburse CITY for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. DISTRICT shall seek CITY's approval of any settlement that could adversely affect CITY, its officers, officials, agents or employees.
- 15.2 Notwithstanding any other provision of this Agreement, CITY agrees to indemnify, defend, and hold DISTRICT, its Board, officers, agents, employees, consultants, and representatives free and harmless against and from any and all claims, demands, suits, actions, causes of action, proceedings, liability, loss, costs, expenses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach or willful conduct of CITY, its officers, officials, agents, employees, and volunteers arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, excepting only liability arising out of the sole negligence or willful misconduct of DISTRICT. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, CITY shall reimburse DISTRICT for all costs, attorneys' fees, expenses and liabilities associated with any resulting legal action. CITY shall seek DISTRICT's approval of any settlement that could adversely affect DISTRICT, its Board, officers, agents, employees, consultants, and representatives.
- 15.3 The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **INSURANCE.**

Each Party, at its sole cost and expense and for the full Term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The Parties must provide an affidavit of self-insurance, or pooled insurance if any.

16.1 <u>Comprehensive General Liability</u>. A policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

Premises Operations

Blanket Contractual

Personal Injury

16.2 <u>Workers' Compensation and Employers' Liability</u>. A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the Party.

This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.

This policy shall also provide coverage of One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

- Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.
- 16.4 <u>Special Provisions</u>. The foregoing requirements as to the types and limits of insurance coverage are to be maintained by the Parties, and any approval of said insurance by the other Party, or its insurance consultants, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by each Party pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

Both Parties, prior to the commencement of this Agreement, shall provide the other Party with an insurance endorsement naming the other Party, its elected officials, employees, and agents additional insureds on the General Liability Policy. Those Parties that provide coverage through a Joint Powers Polling Authority shall provide evidence naming the other Party as an additional covered Party in lieu of providing an additional insured endorsement.

17. <u>LEGAL FEES</u>. If any Party brings a suit or action against the other Party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the

representations and warranties on the part of the other Party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including attorneys' fees.

- 17.1 For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party shall, in addition, be limited to the amount of attorney's fees incurred by the other Party in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.
- 18. **TERMINATION.** This Agreement may be terminated by either Party, with or without cause, upon thirty (30) business days' written notice to the other Party.
- hereunder shall be in writing, and may be personally delivered; sent by overnight mail (Federal Express or the like); sent by registered or certified mail, postage prepaid, return receipt requested; sent by ordinary mail, postage prepaid; telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax. Such notices, consent, or other communications shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service; (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Chief of Police

National City Police Department

City of National City

1243 National City Boulevard National City, CA 91950-4397

To DISTRICT: Chief Financial Officer

National School District

1500 N Avenue

National City, CA 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by

cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. <u>MISCELLANEOUS PROVISIONS</u>.

- 20.1 <u>Computation of Time Periods</u>. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state, legal, or DISTRICT holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, legal, or DISTRICT holiday.
- 20.2 <u>Counterparts</u>. 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.
- 20.3 <u>Captions</u>. 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.
- 20.4 <u>No Obligations to Third Parties</u>. 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.
- 20.5 **Exhibits.** The Exhibits attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits 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.
- 20.6 <u>Amendment to this Agreement</u>. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.
- 20.7 <u>Waiver</u>. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- 20.8 <u>Applicable Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 20.9 <u>Audit.</u> If this Agreement exceeds Ten Thousand Dollars (\$10,000), the Parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code section 8546.7.
- 20.10 **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of any Party hereto shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

- 20.11 <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 20.12 <u>Construction</u>. The Parties acknowledge and agree that (i) each Party is of equal bargaining strength, (ii) each Party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such Party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each Party and such Party's counsel and advisors have reviewed this Agreement, (v) each Party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.
- 20.13 <u>Severability</u>. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or is otherwise inconsistent with applicable law, then, upon the request of either Party, the Parties shall promptly meet and confer to determine how to amend the affected term or terms of this Agreement in a manner consistent with the applicable law, but, in any event, all parts of this Agreement not affected shall remain in full force and effect.
- 20.14 <u>Authority</u>. The person signing this Agreement for the DISTRICT hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the DISTRICT. The person signing this Agreement for the CITY hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the CITY.

[Signature Page to Follow]

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

CITY OF NATIONAL CITY	NATIONAL SCHOOL DISTRICT	
By:	By: Dr. Lighangela Brady (Name)	
Alejandra Sotelo Solis, Mayor	Dr. Leighangela Brady	
APPROVED AS TO FORM:	(Print) Superintendent (Title)	
By: Charles E. Bell Jr. City Attorney	Board Approved 5/27/2020	

EXHIBIT "A"

1. SCOPE OF SERVICES AND PAYMENT

MISSION STATEMENT: It is the mission of the National School District ("DISTRICT") and the City of National City ("CITY"), on behalf of and in concert with the National City Police Department ("NCPD"), to provide a safe, secure, orderly teaching and learning environment for all students and staff within the DISTRICT and the City through the protection of life and property. The City and the DISTRICT may be individually referred to herein as a "Party" or may be collectively referred to herein as the "Parties."

Ensuring the safety of students and staff on school campuses and deterring gangs, drug abuse, criminal acts, and traffic violations in CITY are priorities to both the DISTRICT and the NCPD.

Both the DISTRICT and the NCPD believe that campus security is enhanced by the presence of police officers and that police officers on campus also help improve relations between the NCPD and youth in our community.

The DISTRICT and the NCPD agree to work together to provide the presence of a uniformed police officer as a School Resource Officer ("SRO") on DISTRICT's school campus(es) to help maintain a secure environment in and around DISTRICT's schools.

The DISTRICT and the NCPD agree to annually work together to monitor calls for service on school campuses, as well as around school campuses during school hours when the calls are deemed to be a concern or threat to the students, staff, or school property. The calls for service data may be used to assist in determining the ongoing value of the SRO program to both Parties.

To this end, the Parties agree to the following respective roles and responsibilities pursuant to the Agreement:

ROLE OF THE NATIONAL SCHOOL DISTRICT: The DISTRICT agrees to:

- 1. Coordinate scheduling with the SRO and the assigned NCPD supervisor.
- 2. Schedule annual safety orientation meetings at all schools for stakeholders.
- 3. Schedule annual safety orientation parent meetings at all schools.
- 4. Provide adequate space for the SRO to carry out non-classroom duties.
- 5. Provide regular feedback to the law enforcement agency concerning the performance of the SRO.
- 6. Permit the SRO access to the playground and cafeteria to allow for informal interaction with the students.
- 7. Provide audio-visual equipment for social skills/conflict resolution instruction, drug education and other law enforcement related educational presentations.

- 8. To the extent DISTRICT has actual knowledge, report all criminal activity occurring on or about school campuses and all criminal activity involving students to the NCPD.
- 9. DISTRICT shall comply with the notification and other requirements of Education Code section 48902, which provides:
 - (a) The principal of a school or the principal's designee shall, before the suspension or expulsion of any pupil, notify the appropriate law enforcement authorities of the county or city in which the school is situated, of any acts of the pupil that may violate Section 245 of the Penal Code.
 - (b) The principal of a school or the principal's designee shall, within one school day after suspension or expulsion of any pupil, notify, by telephone or any other appropriate method chosen by the school, the appropriate law enforcement authorities of the county or the school DISTRICT in which the school is situated of any acts of the pupil that may violate subdivision (c) or (d) of Section 48900.
 - (c) Notwithstanding subdivision (b), the principal of a school or the principal's designee shall notify the appropriate law enforcement authorities of the county or city in which the school is located of any acts of a pupil that may involve the possession or sale of narcotics or of a controlled substance or a violation of Section 626.9 or 626.10 of the Penal Code. The principal of a school or the principal's designee shall report any act specified in paragraph (1) or (5) of subdivision (c) of Section 48915 committed by a pupil or nonpupil on a schoolsite to the city police or county sheriff with jurisdiction over the school and the school security department or the school police department, as applicable.
 - (d) A principal, the principal's designee, or any other person reporting a known or suspected act described in subdivision (a) or (b) is not civilly or criminally liable as a result of making any report authorized by this article unless it can be *proven* that a false report was made and that the person knew the report was false or the report was made with reckless disregard for the truth or falsity of the report.
 - (e) The principal of a school or the principal's designee reporting a criminal act committed by a schoolage individual with exceptional needs, as defined in Section 56026, shall ensure that copies of the special education and disciplinary records of the pupil are transmitted, as described in Section 1415(k)(6) of Title 20 of the United States Code, for consideration by the appropriate authorities to whom he or she reports the criminal act. Any copies of the pupil's special education and disciplinary records may be transmitted only to the extent permissible under the federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g et seq.)

If notification is provided as discussed above, and no juvenile or criminal charges are to be filed and no administrative action is to be taken by the school

administration/DISTRICT office, the contraband shall be confiscated by the SRO according to NCPD policy and properly disposed of.

- 10. Develop procedures to handle campus safety issues.
- 11. Establish and follow procedures for referring police involvement.
- 12. Abstain from calling upon the SRO for enforcement duties while they are involved in classroom presentations except in emergencies.
- 13. Remit payment to the CITY for the Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY shall be the flat fee of seventy-seven thousand six -eight dollars (\$77,068.00) for a period of July 1, 2020 through June 30, 2021, upon invoicing, following the agreement and ratification by the Board of Trustees. The Agreement may be extended by mutual agreement upon the same terms and conditions. The parties may exercise up to one(1), one year extension. Any extension of this Agreement must be approved in writing by the Chief of Police, and the DISTRICT.
 - (b) Each invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement and shall contain an invoice number. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice. The total combined amount for the First Payment Term invoice and Second Payment Term invoice shall not exceed the NTE Amount for the Term.
- 14. In the event that the Parties mutually agree to an extension in accordance with the Agreement ("Extension Term"), DISTRICT shall remit payment for the Extension Term, pursuant to the following terms:
 - (a) The total compensation from the DISTRICT to the CITY for the Extension Term is not-to-exceed seventy-seven thousand sixty-eight dollars (\$77,068.00) ("Extension NTE Amount"). This amount is to offset the cost approximately equal to one hundred percent (100%) of the annual salary and benefits for one (1) National City Police Officer at E-Step for the Extension Term.
 - (b) During the Extension Term, for each month during which CITY or NCPD has assigned and provided to the DISTRICT an officer to serve as an SRO in accordance with the Agreement and upon which said SRO has regularly performed services pursuant to the Agreement at DISTRICT's school site(s) in accordance with this Agreement, the CITY or NCPD shall provide the DISTRICT with a

monthly invoice on the first (1st) day of the following month. Each monthly invoice shall provide a detailed summary by school site of services provided by the SRO pursuant to the Agreement. CITY shall ensure that an invoice number is entered on all invoices submitted for payment. The total combined amount for all CITY invoices shall not exceed the Extension NTE Amount for the Extension Term. All uncontested invoices shall be paid, payable to the NCPD, within thirty (30) days after receipt of invoice at the required DISTRICT address provided in Section 20 of the Agreement. Payment shall not forfeit the DISTRICT's right to inspect the invoice documentation, nor shall the withholding of any payment or prorated portion thereof preclude the DISTRICT from pursuing any other rights or remedies it may have under the invoice.

15. Coordinate with the NCPD, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

ROLE OF THE NATIONAL CITY POLICE DEPARTMENT: The NCPD shall provide the following services:

- 1. Assign a uniformed police officer as the SRO through shared mutual agreements with the DISTRICT and the SUHSD from July 1, 2020 through June 30, 2021.
 - The shared SRO shall be responsible for providing law services to both DISTRICT and the SUHSD.
- 2. Assign a uniformed police officer as the SRO to primarily focus on serving DISTRICT schools beginning July 1, 2020 through June 30, 2021.
- 3. Assign the SRO to liaison with the school campuses of the DISTRICT with the purpose of being engaged in the following duties:
 - Coordinate with DISTRICT to ensure annual training for teachers and other school staff on law enforcement and campus security issues.
 - Serve as a member of the DISTRICT's Student Attendance Review Board ("SARB").
 - Provide general law enforcement duties focusing on:
 - Safety of students and staff on campus
 - o Gang related violence and crime
 - o Campus intrusion

- Loss and/or damage to property
- Weapons on campus
- Alcohol and drugs on campus
- Truancy
- Traffic Safety
- 4. Ensure that the officer assigned as the SRO receives all required training and any additional training deemed beneficial to their tasks.
- 5. Designate a member of the police staff to regularly meet with DISTRICT's staff to evaluate program needs, upon DISTRICT's request.
- 6. Ensure the SRO will be afforded ample time to engage in informal interaction with the students.
- 7. Abstain from having the SRO perform enforcement duties during time scheduled for classroom presentations, except in cases of emergency, or cases of urgency determined by the Chief of Police of his designee.
- 8. Pay the agreed upon monies toward the salary and benefits for the police officer assigned as the SRO.
- 9. Agree that the day-to-day operation and administrative control of the SRO and SRO program shall be the responsibility of the NCPD. Responsibility for the conduct of the SRO, both personally and professional, shall remain solely with the NCPD. The SRO is employed and retained by the NCPD, and in no event shall the SRO be considered an employee of the DISTRICT.

Although the SRO has a campus-based philosophy, the SRO is still required to respond to other schools when dispatched, in addition to investigating school related crime and incidents. The SRO shall do the following:

- 1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policy manual of the NCPD. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
- 2. Complete reports and investigate crimes committed on campus.
- 3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches, should it become necessary to conduct formal law

enforcement interviews or searches with students or staff on school property or at school functions under the jurisdiction of the DISTRICT. The SRO will not be involved in searches conducted by DISTRICT's personnel unless a criminal act is involved or unless DISTRICT's personnel requires the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

- 4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional law enforcement assistance on campus and shall inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
- 5. Comply with all laws, regulations, policies of the NCPD, and DISTRICT's Governing Board ("Board") policies, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act or behave in a manner inconsistent with their duties as law enforcement officers.
- 6. Attend the DISTRICT's SARB Hearings at NCPD.
- 7. Attend site-based SARB meetings as requested.
- 8. Issue citations to parents for violations of the SARB contract.
- 9. Coordinate, train and inspect individual Safety Patrols as requested.
- 10. Provide parent education/presentations to parent groups, upon DISTRICT's request.
- 11. Attend meetings and facilitate participation for the San Diego Law Enforcement Teddy Bear Drive.
- 12. As available, provide education related to criminal law and drug awareness to middle and high school students, upon DISTRICT's request.
- 13. Teach narcotics awareness at DISTRICT's Parent/Teacher Association meetings and student classrooms/assemblies, upon DISTRICT's request.
- 14. Facilitate NCPD participation and pin sales for Shop with a Cop event.
- 15. Facilitate the Padre Law Enforcement Day Program for NCPD and CITY employees.
- 16. Inspect and approve individual school safety plans for elementary and secondary schools. Confer with the school site principal and DISTRICT administrators to develop plans and

- strategies to prevent and/or minimize situations on or near DISTRICT's campus(es) or involving students at school-related activities.
- 17. Participate in the NCPD 290 (Sex Crime Registrant) Compliance Inspections, to the extent expressly permitted by law.
- 18. Conduct juvenile warrant sweeps, to the extent expressly permitted by law.
- 19. Attend various school events and fairs as requested. If the SRO attends such school events or fairs and there are overtime costs, DISTRICT shall be liable for such overtime cots only if the DISTRICT has given prior written approval.
- 20. Enforce the San Diego County Daytime Loitering within CITY limits.
- 21. Attend school based disciplinary hearings and intervention programs.
- 22. Participate in multi-agency Truancy/Daytime Loitering Sweeps within the CITY limits, to the extent expressly permitted by law.
- 23. Follow all Police Department Policies (DOP) regarding role, responsibility and officer conduct.
- 24. Be familiar with all community agencies offering assistance to youths and their families, such as mental health clinics and drug treatment centers, and, in consultation with school administration, may make referrals when appropriate.
- 25. It is the responsibility of the SRO to report work schedule conflicts to the DISTRICT.

EXHIBIT "B"

2. USE OF EDUCATIONAL RECORDS FORM

I,[Name], was assigned as a School Resource Officer at National School District on[Name]
By signing below, I confirm that:
(1) I will access educational records in my capacity as a School Resource Officer at National School District if any only if it is required to provide for the safety and security of school sites.
(2) I understand and agree that the National School District shall have direct control of my use and maintenance of such educational records.
(3) I understand that I may only use the information for the purpose which disclosure was made and that I will comply with the re-disclosure requirements set forth under 34 Code of Federal Regulations part 99.33.
(4) I have had sufficient time to review this Acknowledgement and fully understand its contents.
Print Name
Signature Date
151-5/4542377.1

151-5/4542377.2



NATIONAL CITY POLICE DEPARTMENT

Staff Report on the School Resource Officer program



PROGRAM HISTORY

- The School Resource Officer program has been in existence with the National City Police Department for well over 31 years. In fact, if memory serves me right, Officer Don Smith was on of the School Resource Officer program has been in existence with the National City Police Department for well over 31 years. In fact, if memory serves me right, Officer Don Smith was one of my school resource officers in the late 80's.
- e of my school resource officers in the late 80's.
- The School Resource Officer program has been in existence with the National City Police Department for well over 31 years. In fact, if memory serves me right, Officer Don Smith was one of my school resource officers in the early 90's.



PARTNERSHIP WITH THE SCHOOL DISTRICTS HAVE BEEN BENEFICIAL

- 1. Visual deterrent- having police officers on campus help with the potential of criminal activity that may come onto campus.
- 2. Safety- a police officer on campus will respond immediately to an on-campus emergency to address an issue(s).
- 3. Engagement- developing positive relations with our students in a non-enforcement environment.
- 4. Developing a close working relationship with school administrators and staff to improve the working relationship with students.
- 5. Presentations- engaging students and parents with important topics about gangs, drugs, and bullying.
- 6. Developing safety plans for the schools for emergency protocols
- 7. Training on campus for major incidents, such as active shooter training. LECC (San Diego Law Enforcement Coordination Center) reports critical intelligence to prevent school incidents.
- 8. Threat assessment- for students, staff, and visitors
- 9. Handle with care program- working with the San Diego District Attorney's Office to provide early warning system for trauma.
- 10. Community engagement- the school resource officer program is the hub for community engagement. Some of the programs that originate in our school resource program are;



COMMUNITY ENGAGEMENT

The school supply give away (partnered with the Rotary Club)- the program was designed to provide elementary school students with the school supplies needed to begin the school year.

Shop with a Cop- a County-wide program designed to select students in need to provide them with toys during the holiday season

Turkey giveaway- department initiated program that selects families in our schools that are in need during the holiday season.

Christmas giveaway- department initiated program that selects families in our schools that are in need during the holiday season.

Bike rodeo and giveaway- providing training, protective gear, and bikes to some participants in need of a bike.

STARPAL- Police Athletic League that provides our students different opportunities in the community developing partnerships with athletes from local professional teams.

Social media- use of social medial program to connect and inform school kids and families with public service announcements and events.



Thank you

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE NATIONAL SCHOOL DISTRICT FOR REIMBURSEMENT TO THE CITY OF NATIONAL CITY OF \$77,068 FOR THE FISCAL YEAR 2021

WHEREAS, the National City Police Department currently assigns two (2) Police Officers as School Resource Officers ("SROs"); and

WHEREAS, SROs provide specialized campus security and general law enforcement services to the National School District; and

WHEREAS, agreements between the City of National City and the National School District fund the salaries and benefits for the SROs; and

WHEREAS, the Agreement with the National School District would be retroactive to July 1, 2020, and extend through June 30, 2021; and

WHEREAS, approval and ratification of the National School District agreement would allow the City of National City to continue sharing the costs of the School Resource Officer Program with the National School District; and

WHEREAS, upon approval and ratification of this Agreement, the City of National City will be reimbursed \$77,068 for Fiscal Year 2021.

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

Section 1: Authorizes the Mayor to execute the Agreement with the National School District for Fiscal Year 2021 with a reimbursement to the City of National City of \$77,068.

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

PASSED and ADOPTED this 15th day of June, 2021

ATTEST:	Alejandra Sotelo-Solis, Mayor	
Luz Molina, City Clerk		
APPROVED AS TO FORM:		
Charles E. Bell., City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving authorizing the sale of one surplus police motorcycle to the San Diego State University Police Department in compliance with City Council Policy and National City Municipal Code. (Police)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	June 15, 2021		AGENDA ITEM NO.
ITEM TITLE:			
police motorcycle		City of National City approving author cate University Police Department in de.	
* pa			
PREPARED BY:	Captain Graham You	ung DEPARTME I	NT: Police Department
PHONE: (619) 336	-4514	APPROVED	BY:
EXPLANATION:			N
University Police sale of the surplus "Donation of Surprequesting surplus Municipal Code 2	Department (SDSUs police motorcycle plus City Property sequipment must be	received a request from and allied PD), to purchase one surplus Police would comply In accordance with Na and Police Department Unclaimed e organizations as defined in the police posal of Surplus City Property"- the ment.	e Motorcycle for \$8,000. The ational City Council Policy 115, Personal Property", agencies icy, in addition to National City
FINANCIAL STATE	MENT:	APPROVED:	Mus (M) Finance
ACCOUNT NO.		APPROVED:	MIS
No cost to City			
ENVIRONMENTAL N/A	REVIEW:		
ORDINANCE: INT	RODUCTION:	FINAL ADOPTION:	
STAFF RECOMME			
Approve Resolution	on.		
BOARD / COMMISS	SION RECOMMENDA	ATION:	
N/A			
ATTACHMENTS:			.*
1. Agreement	for Sale of Vehicle S	SDSU	

AGREEMENT FOR SALE OF SURPLUS PROPERTY

th N U	nis day of lational City, a California m	2021 ("Date of Sale") by and unicipal corporation ("City"), and "Buyer"). For good consideration is	between the City of San Diego State
1. p	City agrees to sell, and roperty:	d Buyer agrees to buy the following	g described surplus
	One (1) Honda 1300 ST Mo	otorcycle ("Vehicle") described as:	
	Year/Make	VIN	
	2011 Honda 1300 ST	JH@SC	517BK700143
	Buyer agrees to pay to the Cino/100 (\$8,000.00); payable	ty the total purchase price of Eight by	Thousand Dollars and
	2.1		
	Year/Make	VIN	Purchase Price
	2011 Honda 1300 ST	JH@SC517BK700143	\$8,000.00
	2.2 Payable To:		
	City of National City 1243 National City Blvd. National City, CA 91950		

- 3. City warrants it has full legal title to said Vehicle.
- 4. Buyer shall pay all taxes, costs, and fees imposed by any governmental entity upon the Vehicles as well as all operating costs and expenses associated with the Vehicle.
- 5. The parties agree that the City will be released of all liability resulting from the operation of the Vehicle effective upon the Date of Sale (California Vehicle Code§5602). The City shall cause the *Notice of Release of Liability* to be properly filed with the California Department of Motor Vehicles upon the Date of Sale.
- 6. Release of Liability:

The undersigned hereby certifies that he or she is authorized to sign this document on behalf of the organization or governmental agency herein after referred to as the Buyer. The Buyer thereby agrees to indemnify and hold harmless, at its own risk, cost and expense, defend the City, its officers, agents, employees, and volunteers hereinafter referred to as the City from and against any and all liability, loss, or expense to persons or property, including defense costs, legal fees, and claims for damages, arising out of, or related to, the access to or use of City property, including access to City facilities, and viewing, selection, removal, loading/unloading, or eventual use or transfer of vehicle by the Buyer and any person using, operating or handling that property.

7. No warranties - asset is being sold "As Is"

The City makes no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the vehicle. Furthermore, in no event shall the City be liable for direct, indirect, special, consequential, incidental or punitive loss, damage, or expenses arising out of or in connection with this vehicle, including but not limited to Buyer's use of the vehicle or removal of the vehicle from the City's premises, whether based on breach of contract or tort which would include any negligence by the City.

8. The parties agree to transfer title of the subject vehicle upon receipt of the full payment, at the address of the City located at:

City of National City 1243 National City Blvd. National City, CA 91950

9. This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties have read and fully understand the terms and conditions as set out in this Agreement.

Executed on the dates written below.

CITY OF NATIONAL CITY	San Diego State University Police Department
By:	By:
Phil Davis, Interim Finance Director	Ronald Broussard
ATTEST:	
By:	(Print)
Luz Molina,	
City Clerk	Investigations, Traffic Motors
APPROVED AS TO FORM:	
By:	
Charles E. Bell Jr.	
City Attorney	

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE SALE OF ONE (1) SURPLUS POLICE MOTORCYCLE TO THE SAN DIEGO STATE UNIVERSITY POLICE DEPARTMENT

WHEREAS, National City Police Department ("NCPD") is transitioning to the BMW motorcycle and their fleet of four (4) Hondas will be rotated out as this transition continues; and

WHEREAS, NCPD the received a request from the San Diego State University Police Department ("SDSU PD"), to purchase one (1) surplus 2011 Honda ST1300 Police Motorcycle for \$8,000; and

WHEREAS, this sale is in accordance with the National City Council Policy 115, "Donation of Surplus City Property and Police Department Unclaimed Personal Property", agencies requesting surplus equipment must be organizations as defined in the policy, in addition to National City Municipal Code 2.42.040(B)(4), "Disposal of Surplus City Property – Manner of Disposal"; and

WHEREAS, City staff recommends City Council's approval on selling one (1) surplus 2011 Honda ST1300 Police Motorcycle for \$8,000 to the San Diego State University Police Department.

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

Section 1: Authorizes the sale of one (1) surplus 2011 Honda ST1300 Police Motorcycle for \$8,000 to the San Diego State University Police Department in compliance with City Council Policy and National City Municipal Code.

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor	
ATTEST:		
Luz Molina, City Clerk		
APPROVED AS TO FORM:		
Charles E. Bell Jr., City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute the Second Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2021. (Finance)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Second Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2021.

APPROVED BY: PREPARED BY: Phillip Davis, Interim Director of Finance DEPARTMENT: Finance **PHONE:** 619-336-4265 **EXPLANATION:** The City of National City (City) entered into an agreement with NHA Advisors, LLC on January 17, 2017 for municipal advisory services for the City for the period of January 17, 2017 through December 31, 2019 with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date. On January 21, 2020, the City and Consultant extended the term of the agreement for one year to December 31, 2020. Staff seeks approval to exercise the second one (1) year option. This Amendment would extend the Agreement for a one-year term ending December 31, 2021. APPROVED: MIS FINANCIAL STATEMENT: ACCOUNT NO. 001-404-045-213 (Professional Services) Expenses vary depending upon services required; however, since agreement inception, costs have totaled approximately \$34,877. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION | FINAL ADOPTION |

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the Mayor to execute the Second Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2021.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1. NHA Advisors, LLC agreement amendment
- 2. Resolution

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NHA ADVISORS, LLC

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and NHA ADVISORS, LLC OF SAN RAFAEL CALIFORNIA, a limited liability company (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on January 17, 2017 ("the Agreement"), wherein the CONSULTANT agreed to provide municipal advisory services at the City for the period of January 17, 2017 through December 31, 2019, with the option to extend this term for up to two (2), one-year extensions; and

WHEREAS, on January 21, 2020, the CITY and CONSULTANT entered into an agreement to extend the term of the Agreement for one year, to December 31, 2020 ("First Amendment to the Agreement"); and

WHEREAS, the parties desire to amend the Agreement by exercising the last of the one-year options to extend the term of the Agreement to December 31, 2021; and

WHEREAS, the parties desire to add an Exhibit A Supplement to include General Fund Consulting; and

WHEREAS, the Exhibit A Supplement is still within the original scope of Municipal Advisory Services.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

- 1. This Second Amendment to the Agreement amends the January 17, 2017 Agreement by exercising the final option to extend the term of the Agreement for one year, for the time period January 1, 2021 to December 31, 2021; and
- 2. The CITY and CONSULTANT expand the scope of services to include General Fund Consulting as set forth in the Exhibit A Supplement.

3. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the January 17, 2017 Agreement shall remain in full force and effect.

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

[Signature Page to Follow]

CITY OF NATIONAL CITY	NHA Advisors, LLC (Corporation – signatures of two corporate officers required) (Partnership or Sole proprietorship – one signature) By:
Ву:	(Name)
Alejandra Sotelo-Solis, Mayor	Gerald Craig Hill (Print)
APPROVED AS TO FORM:	Managing Principal (Title) By: (Name)
Ву:	Mark Northcross (Print)
Jennifer K. Gilman Deputy City Attorney	Principal (Title)

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NHA ADVISORS, LLC FOR MUNICIPAL ADVISORY SERVICES, EXTENDING THE AGREEMENT TO DECEMBER 31, 2021

WHEREAS, the City of National City ("City") desired to engage a consultant for municipal advisory services and determined that NHA Advisors, LLC, is an investment advisor registered with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, and is qualified by experience and ability to perform the services desired by the City; and

WHEREAS, on January 17, 2017, the City entered into an Agreement with NHA Advisors, LLC to perform such services for a period of January 17, 2017 through December 31, 2019 with an option to extend for two (2) additional one-year terms; and

WHEREAS, on January 21, 2020 per Resolution No. 2020 – 07, the City executed the first amendment to extend the Agreement for a one year term ending December 31, 2020; and

WHEREAS, City staff seeks approval to execute the second amendment to extend the Agreement for an additional one year term ending December 31, 2021.

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

Section 1: Authorizes the Mayor to execute the second amendment to extend the Agreement with NHA Advisors, LLC, for a one year term ending December 31, 2021 for municipal advisory services for the City.

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

PASSED and ADOPTED this day 15th day of June, 2021

	Alejandra Sotelo-Solis, Mayor	
ATTEST:		
Luz Molina, City Clerk		
APPROVED AS TO FORM:		
Charles E. Bell Jr., City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to June 30, 2022, with the option to extend the Service Agreement for two additional one year terms to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street. (Community Services) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

AGENDA ITEM NO.: MEETING DATE: June 15, 2021

ITEM TITLE	
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Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to June 30, 2022, with the option to extend the Service Agreement for two additional one year terms to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street.

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

EXPLANATION:

The First Amendment to the Service Agreement amends the following sections:

1. Replaces Exhibit B with the FY22 operating budget, which includes payroll and staffing expenses, marketing and administrative costs, and monthly base management fees.

DEPARTMENT: Community Services

APPROVED BY

rideus

2. Extends the length of the Service Agreement to June 30, 2022, with the option to extend the Service Agreement for two additional one year terms.

FINANCIAL STATEMENT:	APPROVED:	vary and	FINANCI
ACCOUNT NO.	APPROVED:		MIS

001-41000-3574 Swimming Pool Revenue - \$411,000 001-441-058-299-0000 Contract Services - \$410.000

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to June 30, 2022.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1. First Amendment
- 2. Service Agreement

AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES, LLC.

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS Community Services, LLC, a New Jersey limited liability company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on July 18, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide open swim, learn-to-swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs at Las Palmas Pool, located at 1800 East 22nd Street, National City, CA 91950; and

WHEREAS, Article 2, Length of the Agreement, establishes the term of the Agreement as July 18, 2020 through June 30, 2021; and

WHEREAS, the parties desire to amend Article 2, Length of the Agreement, to extend the term of the Agreement to July 1, 2021 through June 30, 2022.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

- 1. The City and EXOS hereby replace Exhibit B ("Management Fee") to the Agreement, in its entirety, with the attached Exhibit B ("2021-2022 Las Palmas Pool Budget"), which revises the payroll and staffing expenses, marketing and administrative costs, and monthly base management fee.
- 2. Length of Agreement. The City and EXOS hereby agree to amend Article 2 of the Agreement to extend the Agreement by one year, through June 30, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one-year term. The Parties may exercise up to two one-year extensions.
- 3. Compensation. The CITY and the CONTRACTOR hereby agree that, effective as of the date of this First Amendment to the Agreement, Section 3 of the Agreement is hereby amended as follows: CITY shall pay CONTRACTOR a monthly fee of \$5,200 plus an additional \$966.89 for the third grade learn to swim

program from August through December. The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed an annual total cost of \$67,234.45. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit B ("2021-2022 Las Palmas Pool Budget"), which is attached hereto without prior written authorization from the CITY.

4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 18, 2020 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	EXOS COMMUNITY SERVICES, LL (Corporation – signatures of two corporate officers required) (Partnership or Sole proprietorship one signature)				
By:	By: Bill Bourque				
Alejandra Sotelo-Solis, Mayor	(Name)				
	Bill Bourque				
APPROVED AS TO FORM:	(Print) Chief Operations Offic	er			
Ву:	(Title) —DocuSigned by:				
Jennifer K. Gilman	By: Trevor Vigfusson				
Deputy City Attorney	(Name)				
	Trevor Vigfusson				
	(Print)				
	Chief Financial Officer				
	(Title)				

EXHIBIT B: 2021-2022 Las Palmas Pool Budget

Palmas Pool Budget	2021 July	2021 August	2021 September	2021 October	2021 November	2021 December	2022 January	2022 February	2022 March	2022 April	2022 May	2022 June	FY21-22 Totals
enses	July	August	September	October	November	December	January	rebluary	iviaiCii	Apili	iviay	Julie	Totals
Payroll and Staffing Expenses													
Salary-Managers	5.100.00	5.100.00	5.100.00	5.100.00	5.100.00	5.100.00	5,100.00	5,100.00	5.100.00	5,100.00	5.100.00	6,000.00	\$62,10
Wages-Guards for recreational swim and lessons*	12.000.00	11.000.00	11.000.00	11,000.00	2,500.00	0.00	0.00	0.00	3.000.00	4,500.00	6.000.00	12,000.00	\$73.00
Wages-Administrative staff for recreational swim/public access	2,400.00	1.750.00	1.750.00	1.750.00	1,500.00	0.00	0.00	0.00	1.750.00	1.750.00	1.920.00	2,400.00	\$16,97
Wages- Masters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,00
Wages-Swim Team	5.000.00	5.000.00	5.000.00	5,000.00	5.000.00	4,250.00	4,250.00	4,250.00	4,250.00	5,000.00	5,000.00	5.000.00	\$57,00
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	750.00	750.00	750.00	750.00	\$3,60
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$
Wages-Guards for Rental Groups	1.500.00	1,500.00	1.500.00	1,500.00	1,500.00	1.500.00	1,500.00	1,500.00	1.500.00	1,500.00	1,500.00	1.500.00	\$18,00
Wages-Aquatic Group Exercise Classes	1,500.00	1,000.00	1.000.00	1.000.00	1,000,00	0.00	0.00	0.00	0.00	1.000.00	1.000.00	1,500,00	\$9.00
Payroll Burden-24% of payroll	6,600.00	6,084.00	6,084.00	6,084.00	3,984.00	2,748.00	2,604.00	2,604.00	3,924.00	4,704.00	5,104.80	6,996.00	\$57,52
Sub-Total	34,100.00	31,434.00	31,434.00	31,434.00	20,584.00	14,198.00	13,454,00	13,454,00	20,274.00	24,304.00	26,374.80	36,146,00	\$297,19
Marketing and Administrative Costs													
Adv & Mktg-Other	300.00	300.00	300.00	300.00	250.00	250.00	250.00	250.00	300.00	300.00	300.00	300.00	\$3,40
Dues & Membership	200.00	200.00	200.00	200.00	100.00	100.00	100.00	100.00	200.00	200.00	200.00	200.00	\$2,00
Meeting Expense (manadatory monthly staff meetings)	750.00	500.00	500.00	400.00	0.00	300.00	0.00	0.00	300.00	0.00	500.00	500.00	\$3,75
Uniforms	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	\$1,00
Locker Room Supplies/Janitorial	100.00	100.00	100.00	100.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	\$80
Janitorial Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$
Office Supplies & Expenses	200.00	200.00	150.00	100.00	100.00	100.00	100.00	100.00	100.00	150.00	150.00	150.00	\$1,60
Travel-Mileage Reimbursement/Parking/Tolls	50.00	50.00	40.00	40.00	40.00	40.00	40.00	40.00	50.00	40.00	40.00	40.00	\$51
Program Supplies & Expenses	300.00	300.00	300.00	300.00	100.00	100.00	100.00	100.00	300.00	300.00	300.00	300.00	\$2,80
Sub-Total	1,900.00	1,650.00	1,590.00	1,940.00	590.00	890.00	590.00	590.00	1,850.00	1,090.00	1,590.00	1,590.00	\$15,86
Base Management Fee	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	5,200.00	\$62,4
Sub Total Expenses	41.200.00	38.284.00	38.224.00	38.574.00	26.374.00	20.288.00	19.244.00	19.244.00	27.324.00	30.594.00	33.164.80	42.936.00	\$375.4

Revenue Projections

National City Cohool District Loarn to Curim														
National City School District Learn to Swim														
Payroll and Staffing Expenses	_													
Salary-Managers								400.00	400.00	400.00	400.00	400.00		
Wages-Guards for NSD								1,750.00	1,750.00	1,750.00	1,750.00	1,750.00		
Wages-Administrative staff for NSD								400.00	400.00	400.00	400.00	400.00		
Wages-Learn to Swim Classes - NSD								1,750.00	1,750.00	1,750.00	1,750.00	1,750.00		
Payroll Burden								1,161.00	1,161.00	1,161.00	1,161.00	1,161.00		
	Sub-Total							5,461.00	5,461.00	5,461.00	5,461.00	5,461.00		27,305.0
Program Supplies & Expenses								2,250.00	0.00	0.00	0.00	0.00		2,250.0
To	otal Additional Expense for NCSD							7,711.00	5,461.00	5,461.00	5,461.00	5,461.00		29,555.000
	Management Fee							966.89	966.89	966.89	966.89	966.89		4,834.463
		_		•	•	•		•	•	•	•			
	Total Expenses	41,200.00	38,284.00	38,224.00	38,574.00	26,374.00	20,288.00	27,921.89	25,671.89	33,751.89	37,021.89	39,592.69	42,936.00	409,840.26

Revenue \$ 411,000.00 Expense \$ 409,840.26 Varience \$ 1,159.74

Projected Revenue	
Lessons Lap/GEX Rental Rec Swim Swim Team ARC Classes LTS	\$95,000.00 \$50,000.00 \$85,000.00 \$50,000.00 \$70,000.00 \$11,000.00 \$50,000.00
Projected Revenue	\$411,000.00

Assumptions

-increase in group exercise fees to account for staffing expenses (fee based class)

-decrease expenses for lap swim to focus on community programs. Aug-Oct

(swim lessons, swim team, group exercise) -No Lap Swim December-February (rental and swim team only)

-Lifeguard Courses Mar-June 2022

-July'21/June'22 all programming available -Programming increasing month to month March-May

-Learn to Swim beginning in Jan'22 (TBD)

-no SUHSD rental (possibly Sweetwater HS only)

-High Tech HS will continue to use facility if we are open

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/2021

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(les) 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 any rights to the certificate holder in lieu of such endors

PRODUCER	CONTACT Megan Rogers						
Conner Strong & Buckelew	PHONE FAX (A/C, No, Ext): (A/C, No):						
PO Box 99106	E-MAIL ADDRESS: mrogers@connerstrong.com						
Camden, NJ 08101	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: Underwriters At Lloyds	32727					
INSURED	INSURER B : Sentry Casualty Company	24988					
Energize Holdings, Inc.	INSURER C : Federal Insurance Company	20281					
EXOS Community Services, LLC	INSURER D : Columbia Casualty Company	31127					
2629 East Rose Garden Lane	INSURER E : Zurich American Insurance Company	16535					
Phoenix, AZ 85050	INSURER F:						
AAVED A AEA							

REVISION NUMBER: COVERAGES CERTIFICATE 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, ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY W12EA0200901 09/01/2020 09/01/2021 EACH OCCURRENCE Α \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$50,000 X Professional Liab. MED EXP (Any one person) \$5,000 Incl. Claims Made PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X Loc PRODUCTS - COMP/OP AGG \$1,000,000 All Loc Agg \$10,000,000 OTHER: 09/01/2020 09/01/2021 COMBINED SINGLE LIMIT E AUTOMOBILE LIABILITY PRA248505601 \$1,000,000 BODILY INJURY (Per person) ANY AUTO OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) X HIRED AUTOS ONLY UMBRELLA LIAB Α **09/01/2020 | 09/01/2021** | EACH OCCURRENCE \$4,000,000 X OCCUR W12EA1200901 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$4,000,000 DED RETENTION \$ WORKERS COMPENSATION 05/01/2021 05/01/2022 X | PER STATUTE OTH В 902025301 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 Ν N/A (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000 09/01/2020 09/01/2021 \$1M/\$2M Each Claim/Agg **Sexual Misconduct** W12EA0200901 09/01/2020 09/01/2021 \$2.5M Employee Theft C Crime 82511005 HMC6079194633 09/01/2020 09/01/2021 Limit: \$5,000,000 2nd Excess Liab. DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Workers Compensation Policy - Sentry Insurance a Mutual Company (NAIC #24988): #902025302

(5/1/21 - 5/1/22) for the states of Arizona, Hawaii, Maryland, and Wisconsin. Division Name: 19104, Indeed Gateway-40, Division Number: 19104. Contract ID: 19104-024

(See	Attached	Descript	ions)

CERTIFICATE HOLDER

The City of National City c/o EXIGIS Insurance Compliance Services P.O. Box 4668 - ECM #35050 New York, NY 10163

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

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DESCRIPTIONS (Continued from Page 1)							
The City of National City and its officers, agents, employees and volunteers are an Additional Insured on a primary and non-contributory basis on the above referenced Commercial General Liability and Automobile Liability Policies if required by written contract. A waiver of subrogation applies on the above-referenced Workers Compensation Policy if required by written contract and permitted by law.							

Effective date of this Endorsement: 01-Sep-2020
This Endorsement is attached to and forms a part of Policy Number: W12EA0200901
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

BLANKET ADDITIONAL INSURED ENDORSEMENT – GENERAL LIABILITY COVERAGE ONLY (WITH WAIVER/PRIMARY COVERAGE)

This endorsement modifies insurance provided under the following:

Miscellaneous Medical Professional Liability, General Liability, Advertising Liability, Products/Completed Operations Liability and Employee Benefits Liability Insurance Claims Made and Reported Insurance

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

Solely in relation to coverage provided under INSURING AGREEMENTS, A. 2. General Liability, Clause II. PERSONS INSURED is amended to include any entity for which the Insured has assumed such entity's liability in a written contract or agreement (an "Additional Insured") solely for services rendered by or on behalf of the Named Insured and that is also named in a Claim if all of the following conditions are met:

- The Claim against the Additional Insured seeks damages for which the Insured has assumed liability;
- 2. This insurance applies to such liability assumed by the **Insured**;
- The obligation to defend the Additional Insured, has also been assumed by the **Insured** in the same contract or agreement;
- 4. The allegations in the **Claim** and the information known about the incident are such that no conflict appears to exist between the interests of the **Insured** and the interests of the Additional Insured:
- 5. The Additional Insured and the **Insured** ask Underwriters to conduct and control the defense of that Additional Insured against such **Claim** and agree that Underwriters can assign the same counsel to defend the **Insured** and the Additional Insured;
- The Additional Insured agrees in writing to:
 - a. Cooperate with the Underwriters in the investigation, settlement or defense of the Claim;
 - b. Immediately send Underwriters copies of any demands, notices, summonses or legal papers received in connection with the Claim;
 - Notify any other insurer whose coverage is available to the Additional Insured; and
 - d. Cooperate with Underwriters with respect to coordinating other applicable insurance available to the Additional Insured; and
- 7. The Additional Insured provides Underwriters with written authorization to:
 - a. Obtain records and other information related to the Claim; and
 - b. Conduct and control the defense of the Additional Insured in such Claim. All other terms and conditions of this Policy remain unchanged.

The Named Insured waives any right of recovery the Named Insured may have against any person or organization, where required by the Insured's written contract with the Additional Insured, because of payments made by the Named Insured for Damages and Claims Expenses arising out of the Named Insured's operations.

The coverage provided in this endorsement shall be primary and not contributing with any other insurance maintained by the Additional Insured, subject to the provisions set forth above.

Authorized Representative

Effective date of this Endorsement: 01-Sep-201□ This Endorsement is attached to and forms a part of Policy Number: W12EA01□0801 Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

SCHEDULED ADDITIONAL INSURED ENDORSEMENT (WITH WAIVER OF SUBROGATION AND NOTICE OF CANCELLATION)

This endorsement modifies insurance provided under the following:

Miscellaneous Medical Professional Liability, General Liability, Advertising Liability, Products/Completed Operations Liability and Employee Benefits Liability Insurance — Combination Claims Made and Reported/Occurrence Basis

In consideration of the premium charged for the Policy, it is hereby understood and agreed that

- Clause II. PERSONS INSURED is amended to include the Additional Insured Entity(ies) listed in Item H. below, for which the Insured has assumed such Entity's liability in a written contract or agreement (an "Additional Insured") that is also named in a Claim if all of the following conditions in Items A,-G, are met:
 - A. The Claim against the Additional Insured seeks damages for which the Insured has assumed liability;
 - B. This Policy applies to such liability assumed by the **Insured**;
 - C. The obligation to defend the Additional Insured has also been assumed by the **Insured** in the same contract or agreement;
 - D. The allegations in the Claim and the information known about the incident are such that no conflict appears to exist between the interests of the Insured and the interests of the Additional Insured;
 - E. The Additional Insured and the **Insured** ask the Underwriters to conduct and control the defense of that Additional Insured against such **Claim** and agree that the Underwriters can assign the same counsel to defend the **Insured** and the Additional Insured;
 - F. The Additional Insured agrees in writing to:
 - i. Cooperate with the Underwriters in the investigation, settlement or defense of the Claim;
 - ii. Immediately send the Underwriters copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
 - iii. Notify any other insurer whose coverage is available to the Additional Insured; and
 - iv. Cooperate with the Underwriters with respect to coordinating other applicable insurance available to the Additional Insured; and
 - G. The Additional Insured provides the Underwriters with written authorization to:
 - Obtain records and other information related to the Claim; and
 - ii. Conduct and control the defense of the Additional Insured in such Claim.
 - H. Additional Insured:

City of National City and its officers, agents and employees

1243 National City Boulevard

National City, CA 91950-4301

Capital Group Companies, Inc.

3500 Westover Hills

San Antonio TX 78251

Attn: General Manager - Insurance

One Market Plaza

Paramount Group, Inc.

Steuart Tower

1 Market Plaza, Suite 1470

San Francisco, CA 94105

Attn: General Manager - Insurance

Per CG2010 PPF Paramount One Market Plaza Owner, L.P.; PPF Paramount GP, LLC; Paramount Group, Inc.; Paramount Group Operating Partnership LP; Paramount Group Management GP LLC, their affiliates and subsidiaries and their respective members, officers, directors, and employees; Morgan Stanley Bank, N.A., ISAOA, ATIMA C/O WELLS FARGO BK, N.A., AS SERVICER; Barclays Bank, PLC, its successors and/or assigns as their interests may appear; Goldman Sachs Mortgage Company, a New York limited partnership, Its Successors and/or Assigns as their interests may appear; and, Deutsche Bank AG, New York Branch, ISAOA, ATIMA are named as Additional Insureds

ALCON LABORATORIES, INC.

9965 Buffalo Speedway

Houston, TX 77054

Attn: Debbie Edge

- The Named Insured waives any right of recovery the Named Insured may have against any person
 or organization, where required by the Insured's written contract with the Additional Insured, because
 of payments made by the Named Insured for Damages and Claims Expenses arising out of the
 Named Insured's operations.
- 3. In addition to the provisions of Clause XIX. CANCELLATION, in the event Underwriters cancel this Policy for any reason other than non-payment of premium, Underwriters will provide 30 days written notice to the Additional Insured after notifying the Insured.

However, this advance notification of pending cancellation of coverage is intended as a courtesy only. Underwriters' failure to provide such advance notification will not extend the Policy cancellation date nor negate cancellation of the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: 01-Sep-2020

This Endorsement is attached to and forms a part of Policy Number: W12EA0200901

Insurer: Syndicate 2623/623 at Lloyd's.

AMEND LIMITS OF LIABILITY - LOCATION LIMITS (GENERAL LIABILITY ONLY)

This endorsement modifies insurance provided under the following:

Miscellaneous Medical Professional Liability, General Liability, Advertising Liability, Products/Completed Operations Liability and Employee Benefits Liability Insurance – Combination Claims Made and Reported/Occurrence Basis

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

Solely with regards to General Liability Coverage, Item 3. of the Declarations is amended by the addition of the following:

(h)	Each Claim or Occurrence	\$1,000,000
(i)	Per Location Aggregate	\$2,000,000
(j)	All Locations Aggregate	\$10,000,000

The Limit of Liability stated above as "Each Claim or Occurrence" is the Underwriters' Limit of Liability for all Damages and Claims Expenses arising out of the same, related or continuing Accidents or Occurrences, without regard to the number of Insureds, Claims or claimants. All Claims arising out of the same, related or continuing Accidents or Occurrences shall be deemed to be a single Claim.

The Limit of Liability stated above as "Per Location Aggregate" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** or **Occurrences**, at any one location, without regard to the number of **Insureds**, **Claims** or claimants.

The Limit of Liability stated above as "All Locations Aggregate" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** or **Occurrences** which are covered under the terms and conditions of this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorizéd Representative



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
PRA 2485056-01	09/01/2020	09/01/2021		11498000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

A. Amended Who Is An Insured

- The following is added to the Who Is An Insured Provision in Section II Covered Autos Liability Coverage:
 The following are also "insureds":
 - a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment - Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

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C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage - Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto":
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- The Exclusion in Paragraph B.4.a. of Section III Physical Damage Coverage in the Business Auto Coverage
 Form and the Exclusion in Paragraph B.2.c. of Section IV Physical Damage Coverage in the Motor Carrier
 Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage - Comprehensive Coverage - Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos - Physical Damage

1. The following is added to Section I - Covered Autos:

Temporary Substitute Autos - Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss": or
- 5. Destruction.
- 2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos - Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos - Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto - World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III - Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



SENTRY CASUALTY COMPANY Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-20253-01 00 171

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule |

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

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ATH 90-20253-01 00 171 05-11-17 PAGE 001

ATHLETES PERFORMANCE INC

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SHORT FORM SERVICES AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES, LLC

THIS SHORT FORM SERVICES AGREEMENT (this "Agreement") is entered into this 18th day of July, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS COMMUNITY SERVICES, LLC, a New Jersey limited liability company ("CONTRACTOR").

NOW, THEREFORE, CITY agrees to engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

- 1. <u>Description of Services</u>. CONTRACTOR shall provide the scope of services as outlined in the attachment marked as Exhibit "A" and by this reference incorporated herein as though set forth in full (the "Services").
- 2. <u>Length of Agreement</u>. The duration of this Agreement is from July 18, 2020 (the "Commencement Date") through June 30, 2021.
- 3. <u>Compensation</u>. CITY shall pay CONTRACTOR a monthly fee of \$5,164 plus an additional \$966.89 per month for the third grade learn to swim program from August through December. The total compensation to CONTRACTOR for providing the Services set forth herein shall not exceed an annual total cost of \$66,802.45. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit "B" which is attached hereto (the Management Fee) without prior written authorization from CITY.
- 4. **Payment Schedule.** CITY will make payment within thirty (30) days of receiving and approving a billing statement for completed services of CONTRACTOR.
- 5. **Termination**. CITY may terminate this Agreement without cause by providing thirty (30) day's written notice to CONTRACTOR. This Agreement may be terminated by either party in the event of a material breach by the other party, by providing fifteen (15) day's written notice to CONTRACTOR setting forth such breach. However, if such breach is cured, or all necessary action to cure such breach shall be promptly and diligently pursued, in the reasonable judgement of the non-breaching party, within such fifteen (15) day period, then such notice shall be deemed withdrawn and of no further action. CONTRACTOR may terminate this Agreement by providing written notice to CITY, at any time if (1) CITY becomes insolvent or admits its inability to pay its debts generally as they become due, (2) CITY becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not discussed or vacated within forty-five (45) days after filing, (3) CITY is dissolved or liquidated or takes any action for such purpose, (4) CITY makes a general assignment for the benefit of creditors, (5) CITY has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, or (6) Any amounts due hereunder to CONTRACTOR are more than thirty (60) days past due.
 - 6. Independent Contractor. It is agreed that CONTRACTOR is an independent

Contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR'S agents, servants and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

7. Equipment. CITY will be solely responsible for providing and equipping the Premises (including, without limitation, Automatic External Defibrillators) so that the Services may be rendered by CONTRACTOR in accordance with this Agreement and in compliance with all applicable rules and regulations relating to the Premises and the Services. CITY shall provide such items as office furniture and equipment, telephones, computers and software for the Premises. CITY will also be responsible for purchasing or leasing all aquatic related exercise equipment and safety and first aid equipment necessary to operate the Premises as reasonably requested by CONTRACTOR. CITY also agrees to, at its sole expense, maintain such equipment to the best of their ability. CITY will consider the nature and priority of the maintenance and available funding to determine if and when such repairs and maintenance will be completed.

CONTRACTOR shall, provide general administrative supplies and marketing materials necessary for the operation of the Premises at the City's sole cost and expense. City shall pay for such supplies and materials within thirty (30) days of receipt of CONTRACTOR's invoice therefor. CONTRACTOR shall prepare and distribute marketing materials and CITY shall assist with the distribution of marketing materials.

8. <u>Utilities.</u> CITY shall be responsible for maintaining utility services to the Premises, and shall provide and pay for all utilities or services necessary for its use and operation of the Premises during the term of this Agreement, including but not limited to gas, water, electricity, trash, sewer charges and telephone. CITY shall pay directly to the applicable utility company such charges, and CONTRACTOR shall have no obligation to pay for such utility services.

9. **Insurance**. CONTRACTOR shall obtain:

- A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include 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 \$5,000,000 per occurrence and \$10,000,000 aggregate, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy. The Commercial General Liability required by this Section must include Sexual Misconduct Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. For the avoidance of doubt, the CITY understands that part of the coverage limits hereunder shall be satisfied by CONTRACTOR's excess umbrella policy. CONTRACTOR represents to CITY that its excess umbrella policy does not exclude coverage for Sexual Misconduct Liability.
 - D. Workers' compensation insurance in an amount sufficient to meet statutory

requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, 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, except in the event of non-payment of premium which is ten (10) days.
- F. Said policies, except for the professional liability and workers' compensation policies, shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and separate additional insured endorsements shall be provided.
- 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. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- I. Insurance shall be written with only insurers authorized to conduct business in California which 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.
- J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the CITY's Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 9 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.
- K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 9, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- L. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

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

11. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

11.1 <u>PERS Eligibility Indemnification</u>. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 11. This Section 11 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

- 11.2 <u>Limitation of CITY Liability</u>. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
 - Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR

construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

- 12. Acceptability of Work. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONTRACTOR.
- 13. <u>Business License</u>. CONTRACTOR must possess or shall obtain business license from National City Finance Department before beginning work.
- 14. <u>Prevailing Wages</u>. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONTRACTOR is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

15. Administrative Provisions.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement will control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Assignment & Assumption of Rights. CONTRACTOR shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
- H. Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion, acts of terrorism, and fire or other casualty, legal actions attacking the validity of this Service Agreement or the CITY or EXOS operations of the Premises, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period

for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

- I. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- J. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.
- K. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- L. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- M. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- N. Subcontractors or Subconsultants. The CITY is engaging the Services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In the event any portion of the Services under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 9 and the indemnification and hold harmless provision of Section 10 of this Agreement.
- O. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement is executed by CITY and by CONTRACTOR on the date and year first above written.

CITY OF NATIONAL CITY

By:

Brad Raulston, City Manager

APPROVED AS TO FORM:

Angir P. Morris-Jones

City Attorney

EXOS COMMUNITY SERVICES, LLC

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

y: (C

(Name) (Print) Cara Soffer (Title) Associate (SC)

Bv

(Name) (Print) Bill Barge (Title) 500

CONTACT INFORMATION

CITY OF NATIONAL CITY

1243 National City Boulevard National

City, CA 91950-4397 Phone: (619)

336-4256

Fax: (619) 336-4327

Contact: Brad Raulston Title: City

Manager

Dep.: City Manager's Office

Email: braulston@nationalcityca.gov

EXOS COMMUNITY SERVICES, LLC

25 Hanover Road, Building A, Suite 104 Florham Park, New Jersey 07932 Phone:

(978) 257-2953

Contact: Bill Bourque

Title: Chief Operations Officer Email:

bbourque@teamexos.com Taxpayer I.D. No.:

EXHIBIT "A" SCOPE OF SERVICES

- 1. The CITY owns the real property commonly known as Las Palmas Pool, located at 1800 East 22nd Street, National City, California (the "Premises"). The CITY hereby engages CONTRACTOR to operate the Premises as of the Commencement Date. CONTRACTOR will operate the Premises for the benefit of the citizens of National City. Facilities to be operated include: the Olympic-size pool; the activity pool; the locker rooms; concession stand; pump and storage rooms; lobby; and administrative offices.
- CONTRACTOR shall operate the Premises by providing for and facilitating open swim, learn to swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs.

- 3. CONTRACTOR shall endeavor to meet agreed upon benchmarks for expenses and revenues as outlined in Exhibit B. CONTRACTOR shall meet or exceed budgeted net operating surplus goals as set forth in Exhibit B. Financial results will be monitored by and reviewed with the CITY on a monthly, quarterly and annual basis. Budget adjustments shall be made monthly and quarterly, in order to meet budgeted net operating surplus goals.
- 4. CONTRACTOR shall provide an annual report to the City, which must contain the total number of National City residents who participated in CONTRACTOR events; all participants who participated in CONTRACTOR events; events and programs coordinated; facility rentals for athletic teams or clubs; and any other pertinent statistics.
- 5. CONTRACTOR shall recruit, hire and employ, as employees of CONTRACTOR, all persons who will work at, or provide services to the Premises, managed by CONTRACTOR.
- 6. CONTRACTOR is not responsible for repair and maintenance of the Premises, which includes improvements, landscaping, facility maintenance, janitorial maintenance, chemical maintenance and information technology.
- 7. The CITY shall pay CONTRACTOR a monthly management fee, actual payroll and staffing expenses, and marketing and administrative costs as set forth in Exhibit B.
- 8. Revenue collected by CONTRACTOR for its programing of open swim, learn to swim, aquatic exercise classes, lap swim, and facility rentals will be collected and handled by CONTRACTOR and deposited with the CITY.
- 9. CONTRACTOR shall assist the CITY with assessing current capital improvement needs and timelines for completion. In addition, CONTRACTOR shall assist CITY with identifying potential funding options for future Capital Improvement Projects, including but not limited to grants, capital campaigns, and fundraising.

1. **EXHIBIT "B" – MANAGEMENT FEE**

	2020	2020	2020	2020				2021	2021	2021	2021	2021	FY20-21
	July	August !	Seplember	October No	wember Decembe	r Ja	nuary F	ebruary	March	April	May	June	Totals
Revenue In (Based off 2019)				Manager Sale Spiriters St.									
3rd Grade Learn to Swirn													\$45,000
3wlm Lessons													\$120,000. 00
Masters Swim													\$0
Pool Rentals													\$75,000 0
American Red Cross Lifeguard Courses													\$18,600
2001 Check-In (Lap/Group Exercise/Rec)													\$53.000
Misc. (Food, Drink, Products, etc.)													\$3,300. 0
expenses													
Payroll and Starting Expenses													
Salary-Managers Wagee-Guards for recreational swim and lessons*	4,950.00 13,000.00	4,950.00 10,300.00	4,950.00 10,300.0	4,950.00 1,750.00	4,950.00 0.00	4,950.00 0.00	4,950.00 0.00	4,950.00 0.00	4,950.00 650.00	4,950.00 1,750.00	4,950.00 1,750.00	5,940.00 13,000.00	\$60,390. \$52,500.
Wages-Administrative staff for recreational swim/public access	2.400.00	1,920.00	1,920.00	1,000.00	0.00	0.00	0.00	0.00	650.00	1,000.00	1,000.00	2.400.00	\$12,290.
Wages- Masters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.
Wages-Swim Team	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
Wages-Guards for Rental Groups	3,000.00	3,000.00	3,000.00	3,000.00	2,500.00	1,630.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	\$34,130
Wages-Aquatic Group Exercise Classes	1,000.00	1,000.00	1,000.00	500.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	1,000.00	\$6,000
Payroll Burden-27% of payroll	6,331.00	5,504.20	5,504.20	2,912.00	1,937.00	1,710.80	2,067.00	2,067.00	2,535.00	2,912.00	2,912.00	6,588.40	\$42,980
Sub-Total Sub-Total	30,681.00	26,674.20	26.674.2	14.112.00	9,387.00	8,290.80	10,017.0	10,017.00	12.285.00	14,112.00	14,112.0	31,928.40	\$208,290
Marketing and Administrative Costs													
Adv & Midg-Other	300.00	200.00	200.00	150.00	150.00	150.00	150.00	150.00	200.00	200.00	200.00	200.00	\$2,250
Dues & Membership	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	\$2,400
Meeting Expense (mandatory monthly staff meetings)	250.00	100.00	100.00	100.00	0.00	500.00	0.00	150.00	150.00	150.00	150.00	350.00	\$2,000
Uniforms	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	\$750
	200.00	200.00	200.00	100.00	50.00	0.00	0.00	50.00	100.00	200.00	200.00	200.00	\$1,500
Locker Room Supplies/Janitorial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
Locker Room Supplies/Janitorial Janitorial Service				100.00	50.00	50.00	50.00	50.00	50.00	50.00	150.00	150.00	\$1,150
Janitorial Service Office Supplies & Expenses	150.00	150.00	150.00										
Janitorial Service	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0
Janitorial Service Office Supplies & Expenses	150.00					0.00	0.00	0.00	100.00	200.00	200.00	200.00	\$1,500

National City School District Learn to Swim Payroli and Staffing Expenses						
Salary-Managers	400.00	400.00	400.00	400.00	400.00	
Wages-Guards for NSD	2,048.67	1,837.52	2,260.85	1,415.22	1,415.22	

\$0,000	Wanes-Administrative stalf for	NSb	graduation of the series		1	0.00	0.00	0.00	per concentration that are a	and the second of the second o	the first conservation of the con-	
1000			Committee of the committee of the committee of	2.051.00	1,839.00	2,263.00	1.410.00	1,418.00			Contragon from 2 company to the property of	Andrew Comment
· 1	Payroli Burden	SECTION AND ADDRESS	Anna - Anna - Anna - Anna - A	1,169.01	1,059,90	1,280.20	840.12	B40.12	*** * * * * * * * * * * * * * * * * * *	reserved to the present of the trans-	and the second s	
			Sub-100	5.689.58	5,136,42	6,294.05	4,071.34	4,071.84				25,162.7
	Program Supplies & Expenses		1	500-00	0.00	0.00	0.00	0.00				500.0
1		****	4400-15		1	ì						
ş	•	Total	Adolfonal Expense I		5,136.42	8,204.05	4,071.34	4,071.34	i			25,652,725
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Revenue 314,900.00

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES, LLC, TO PROVIDE AQUATIC PROGRAMS AND SERVICES TO LAS PALMAS POOL LOCATED AT 1800 EAST 22ND STREET

WHEREAS, on April 28, 2020, City Council voted to close Las Palmas Pool for Fiscal Year 2021 due to COVID-19 and as a cost-saving measure; and

WHEREAS, on June 2, 2020, City staff presented a proposal to operate Las Palmas Pool with a net neutral budget based on extensive analysis of past usage and a plan to reduce operating expenses and increase revenue; and

WHEREAS, on June 16, 2020, the City entered into an Agreement between the and EXOS Community Services, LLC to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street for a term of one (1) year ending June 30, 2021; and

WHEREAS, City staff recommends City Council approve an Amendment to the Agreement between the City and EXOS Community Services, LLC, by extending the term of the Agreement to June 30, 2022, with the option to extend the Agreement for two (2) additional one-year terms.

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

Section 1: Authorizes the Mayor to execute a First Amendment to the Agreement between the City of National City and EXOS Community Services, LLC by extending the term of the Agreement to June 30, 2022, with the option to extend the Service Agreement for two (2) additional one-year terms to provide aquatic programs and services to Las Palmas Pool located at 1800 East 22nd Street.

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

PASSED and ADOPTED this 15th day of June, 2021.

ATTEST:	Alejandra Sotelo Solis, Mayor
Luz Molina, City Clerk	
APPROVED AS TO FORM:	

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by Basile Construction, Inc. for the P-1 Sewer Upsize for Sweetwater High School Project, CIP No. 19-43; 2) approving the final contract amount of \$1,761,833.05; 3) ratifying the release of retention in the amount of \$88,091.65; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. June 15, 2021

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Resolution of the City Council of the City of National City, 1) accepting the work performed by Basile Construction, Inc. for the P-1 Sewer Upsize for Sweetwater High School Project, CIP No. 19-43; 2) approving the final contract amount of \$1,761,833.05; 3) ratifying the release of retention in the amount of \$88,091.65; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil ADEPARTMENT: APPROVED BY:

Engineering/Public Works

PHONE: 619-336-4388

EXPLANATION:

See attached.

FIN	AN	CI	AL	ST	AT	EN	IEN	IT:

APPROVED:

ACCOUNT NO.

APPROVED:

MIS

This project has been completed. No further financial statements or appropriations are required.

ENVIRONMENTAL REVIEW:

A CEQA Categorical Exemption was determined on January 23, 2020. The Notice of Exemption has been filed with the County Recorder's Office on February 3, 2020.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution accepting the work performed by Basile Construction Inc. for the P-1 Sewer Upsize for Sweetwater High School Project, CIP No. 19-43 and approving the final contract amount of \$1,761,833.05.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation
- 2. Notice of Completion
- 3. Final Contract Balance Report
- Resolution

EXPLANATION

The P-1 Sewer Upsize Project included open trench construction to remove and replace approximately 1490 linear feet of 8 inch diameter vitrified clay pipe (VCP) with 12 inch diameter PVC sewer main, manholes, laterals including pavement restoration, and placing a new sewer access road near the 2800 Block of D Avenue, just west of D Avenue. The work commenced approximately 750 feet west of D Avenue and proceeded east for approximately 1500 feet through Sweetwater High School property and ended at F Avenue (see attached exhibit).

On April 6, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 8, 2020 and April 10, 2020, the bid solicitation was advertised in local newspapers.

On May 1, 2020, three (3) bids were received electronically on PlanetBids by the 2:00 p.m. deadline. Bid results were available immediately after the 2:00 p.m. deadline. HPS Mechanical, Inc. was the apparent lowest bidder. Upon review of all submitted documents, HPS Mechanical, Inc. was deemed "non-responsive" due to bid irregularities.

Basile Construction, Inc. was the second lowest bidder with a total base bid plus alternative bid amount of \$1,706,692.00:

- Base Bid \$1,394,292 (Awarded)
- Alternate Bid \$312,400 (Not awarded)

Upon review of all required documents submitted and reference checks, Basile Construction, Inc. was deemed responsive, and was the lowest responsible bidder qualified to perform the work as described in the project specifications.

On June 2, 2020, the City Council adopted Resolution No. 2020-97, awarding the contract to Basile Construction, Inc., in an amount not to exceed \$1,394,292.00.

The Notice to Proceed with construction was issued on June 8, 2020. Construction started on June 15, 2020 and was completed on March 3, 2021.

On November 17, 2020, the City Council adopted Resolution No. 2020-202, increasing the contract amount with Basile Construction, Inc. by \$215,987.03, for a new contract amount of \$1,819,422.83. Staff requested this increase to the contract in order to complete the reestablishment of existing sewer laterals connected to the sewer main line and the excavation of jacking and receiving pits since the sewer main alignment that was identified in the plans had to be modified. This modification required additional exploratory potholing to locate the existing pipe, open trenching, removing an existing 60-inch storm drain pipe, installing the new sewer main line, and re-installing the 60-inch storm drain pipe.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attachment). The change orders increased the contract amount by \$442,993.85, and line-item adjustments decreased the contract by \$75,452.80 for a net contract increase of \$367,541.05. This resulted in approximately 26.4% contract increase for a final contract amount of \$1,761,833.05. The final contract amount did not exceed the new and increased contract amount of \$1,819,422.83.

As result of the satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Basile Construction, Inc. for the P-1 Sewer Upsize for Sweetwater High School Project, CIP No. 19-43; 2) approve the final contract amount of \$1,761,833.05; 3) ratify the release of retention in the amount of \$88,091.65; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

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	-	•	f the:
P-1 Sewer Upsizing for Sweetwater H Work of improvement or portion			etion or alteration.
2900 Highland Ave.	National City	CA	91950
Street Address	City	State	Zip Code
The undersigned owns the following i	Owner in fee		open specificated prompting and
Nature of the inte	rest or estate of owner (mo	ortgagor, lessee,	etc.)
Said work of improvement was perfor	med on the property	y pursuant to	a contract with
	asile Construction		
	Name of Original Contrac	tor	
The following work and material were	~ ~		
Labor provided: General laborers, ope			<u> Iaterials: Manholes, asphalt,</u>
HDPE pipe and hydroseed, Equipmen	t: excavators and lo		steriols
General statement (of killa of facol, screecs, c	quipment of me	ucitais
The names and addresses of co-owner	rs are: <u>N/A</u>		
Joint tenar	nts, tenants in common, or	other owners	
Dated: March 3, 2021;			
	Signature of Owner	4-4	
	City of National City,	1243 National	City Blvd., National City, CA 91950
I, the undersigned, say: I have read to	he foregoing Notice	of Comple	etion and know the contents
thereof; the same is true of my own kn	owledge. I declare i	ınder penalt	y of perjury that the forgoing
is true and correct.			
Executed on March 3, 2021 at, Nation	al City, California.		
Signature:			
ALEJANDRA SOTELO-S	OLIS, MAYOR		



FINAL CONTRACT BALANCE

DATE:

May 06, 2020

PROJECT:

P1 Sewer Upsizing for Sweetwater High School

FY 20-21 CIP No. 19-43

TO:

Basile Construction, Inc.

7952 Armour Street San Diego, CA 92111

ORIGINAL CONTRACT AMOUNT:

\$1,394,292.00

START DATE:

June 15, 2020

COMPLETION DATE:

March 03, 2021

ORIGINAL CONTRACT LENGTH:

110 Working Days

EXTENTION OF WORK DAYS:

44 Working Days

TOTAL CONTRACT TIME:

154 Working Days

FINAL CONTRACT AMOUNT:

\$1,761,833.05

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, The installation of a drop manhole, \$3,568.35

Change Order #2, Additional exploratory potholing, \$39,692.55

Change Order #3, The installation of a 5' sewer manhole, \$20,386.43

Change Order #4, Utility line failure repair, \$37,968.91

Change Order #5, Additional CCTV, potholing and surveying, \$13,658.49

Change Order #6, Additional trench stabilization for sewer main, \$43,271.13

Change Order #7, Additional ¾" inch rock bedding, \$989.99

Change Order #10, The installation of 2 pre-cast sewer manhole bases, \$2,354.34

Change Order #11, Additional time for excavation of the bore pits, \$19,859.40

Change Order #12, The installation of 12" PVC sewer main, \$212,904.13

Change Order #13, The installation of 2 drop manholes, \$6,520.50

Change Order #14, Removal of an existing block wall within sewer main alignment, \$6,799.58

Change Order #15, Remove and abandon existing 18" storm drain lateral and concrete cap, \$20,589.45

Change Order #16, Sewer access road cost adjustment, \$(6,902.00)

Change Order #17, Sewer lateral repair, \$8,517.02

Change Order #18, Hydroseed the sewer access road, \$1,526.27

Change Order #19, Additional sewer pipe CCTV and clearing, \$3,810.18

FINAL CONTRACT BALANCE

P1 Sewer Upsizing for Sweetwater High School CIP No. 19-43

Change Order #20, Sewer lateral connection, \$2,646.88 Change Order #21, Additional hydroseed for the sewer access road area A&B, \$4,832.25

All Change Orders listed above increased the total contract amount by \$442,993.85

Line-item adjustments resulted in a decrease of the total contract amount by \$75,452.80

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 \$1,761,833.05
- 2. As a result of the satisfactory completion of said project, a retention amount of \$88,091.65 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. Basile Construction 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.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY BASILE CONSTRUCTION, INC. FOR THE P-1 SEWER UPSIZE FOR SWEETWATER HIGH SCHOOL PROJECT, CIP NO. 19-43; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,761,833.05; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$88,091.65; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION 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: Appearing to the satisfaction of the Engineering Department that all work required to be done by Basile Construction, Inc. for the total final contract amount of \$1,761,833.05, for the P-1 Sewer Upsize for Sweetwater High School Project, CIP No. 19-43 has been completed, the City Council of National City hereby: (1) accepts said work, (2) ratifies the release of the retention in the amount of \$88,091.65, (3) authorizes the Mayor to execute the Notice of Completion, and (4) orders that payment for said work be made in accordance with said contract.

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

PASSED and ADOPTED this 15th day of June, 2021.

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by Dick Miller Inc. for the Paradise Creek Water Quality and Community Enhancements Project, CIP No. 18-11; 2) approving the final contract amount of \$1,150,018.95; 3) ratifying the release of retention in the amount of \$57,500.95; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

ITEM TI	

Resolution of the City Council of the City of National City, 1) accepting the work performed by Dick Miller Inc. for the Paradise Creek Water Quality and Community Enhancements Project, CIP No. 18-11; 2) approving the final contract amount of \$1,150,018.95; 3) ratifying the release of retention in the amount of \$57,500.95; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS

This project has been completed. No further financial statements or appropriations are required.

ENVIRONMENTAL REVIEW:

CEQA documentation has been certified and filed with County Recorder's Office.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt a Resolution accepting the work performed by Dick Miller Inc. for the Paradise Creek Water Quality and Community Enhancements Project, CIP No. 18-11 and approving the final contract amount of \$1,150,018.95.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation w/ Exhibit
- 2. Notice of Completion
- 3. Final Contract Balance Report
- 4. Resolution

EXPLANATION

The "Paradise Creek Water Quality and Community Enhancements" project, CIP 18-11, was the first implementation phase that provided immediate benefit to the creek and the community. The project is situated on the north side of Paradise Creek at Plaza Boulevard and Paradise Valley Road. The first phase of the project conveyed storm water flows collected from Paradise Creek to a biofiltration detention basin for treatment. This phase of the project included the installation of slope stability and erosion control measures surrounding the biofiltration basin that included native trees, shrubs, mulch, and drought tolerant landscaping to reduce the sediment pollutant loads from entering the biofiltration basin during and after a storm event. This first phase of the project also constructed an access road for Public Works' staff in order to provide regular maintenance of the creek.

On June 18, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 21, 2019 and June 28, 2019, the bid solicitation was advertised in local newspapers.

On July 9, 2019, six (6) bids were received electronically on PlanetBids by the 2:00 p.m. deadline. The list of bid opening summary is attached. Dick Miller Inc. was apparent lowest bidder with a total bid amount of \$1,010,101.01. Upon review of all documents submitted, Dick Miller, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

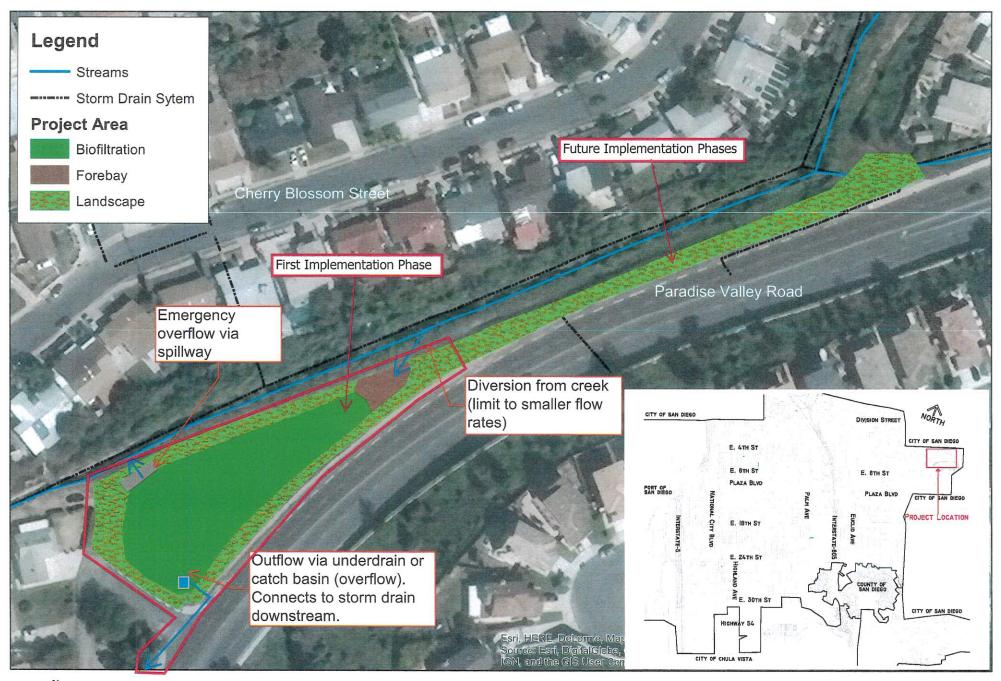
On August 6, 2019 the City Council adopted Resolution No. 2019-114, awarding the contract to Dick Miller Inc., in an amount not to exceed \$1,010,101.01.

The Notice to Proceed with construction was issued on August 21, 2019. Construction started on September 26, 2019 and was completed on June 05, 2020.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attachment). The change orders increased the contract amount by \$139,917.94. This resulted in approximately 13.9% contract increase for a final contract balance of \$1,150,018.95. The total cost of the project is within the contingency amount.

As result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work performed by Dick Miller Inc. for the Paradise Creek Water Quality and Community Enhancements project, CIP No. 18-11; 2) approve the final contract amount of \$1,150,018.95; 3) ratify the release of retention in the amount of \$57,500.95; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.





RECORDING REQUESTED BY WHEN RECORDED MAIL TO:

NAME:

CITY OF NATIONAL CITY

ADDRESS: 243 NATIONAL CITY BOULEVARD

NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on June 5, 2020 of the:

Paradise Creek Water Quality and Comn	<u>nunity Enhanceme</u>	<u>ent Project,</u>	<u>CIP No. 18-11</u>	
Work of improvement or portion o	of work of improvement	under construc	tion or alteration.	
1243 National City Blvd	National City	CA	91950	
Street Address	City	State	Zip Code	
The undersigned owns the following inte		aid property	;	
	Owner in fee		·	
Nature of the interest	or estate of owner (mor	rtgagor, lessee,	etc.)	
	Dick Miller Inc.	•	a contract with	
Nan	ne of Original Contract	or		
The following work and material were su	inplied:			
Labor provided: General Laborer. Ma		riprap, turi	f reinforcing mat	. planting.
Equipment: concrete equipment, paving				<u>, p.m.m.</u>
General statement of ki				
The names and addresses of co-owners a	re: <u>N/A</u>			
Joint tenants, t	tenants in common, or o	other owners	, ,	
Detad. Ivan 15, 2021.				
Dated: June 15, 2021;	Signature of Owner			
		1243 National	City Blvd., National Ci	ty, CA 91950
I, the undersigned, say: I have read the	foregoing Notice	of Comple	tion and know th	e contents
thereof; the same is true of my own know	ledge. I declare u	nder penalty	y of perjury that th	ne forgoing
is true and correct.				
Executed on June 15, 2021 at, National C	City, California.			
Signature:				
Alejandra Sotelo-Solis, M	IAYOR			Noc09-05



FINAL CONTRACT BALANCE

DATE:

May 18, 2021

PROJECT:

Paradise Creek Water Quality and Community Enhancement Project

FY's 19-21 CIP No. 18-11

TO:

Dick Miller, Inc.

930 Boardwalk, Suite H San Marcos, CA 92078

ORIGINAL CONTRACT AMOUNT:

\$1,010,101.01

START DATE:

September 26, 2019

COMPLETION DATE:

June 05, 2020

ORIGINAL CONTRACT LENGTH:

100 Working Days

EXTENTION OF WORK DAYS:

23 Working Days

WORKING DAYS SUSPENDED:

48 Working Days

TOTAL CONTRACT TIME:

171 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 excavate and construct a 12" thick aggregate base access road in lieu of the dirt access road shown on the project plans. This Change Order total amount was \$39,460.00.

Change Order #2 directed the contractor to adjust the hydroseed mix locations called out on the original plans. This Change Order total amount was \$ 2,468.40.

Change Order #3 directed the contractor to remove unknown concrete encountered and modify slope, backfill and grade as needed on a T&M basis. This Change Order total amount was \$ 2,320.03.

Change Order #4 directed the contractor to modify an existing wingwall to match the new slope grade. The Change Order total amount was \$ 4,436.67.

Change Order #5 granted the contractor 22 additional working days as requested due to rain delays. The Change Order total amount was \$ 0.00.

FINAL CONTRACT BALANCE

Paradise Creek Water Quality and Community Enhancement Project CIP No. 18-11

Change Order #6 directed the contractor to install a 24" x 24" catch basin to collect water run-off from grading of the project. The Change Order total amount was \$ 4,938.18.

Change Order #7 directed the contractor to install various fencing and gates around the perimeter of the project and the Paradise Creek basin. The Change Order total amount was \$ 46,987.70.

Change Order #8 directed the contractor to install a debris grate in the Paradise Creek Channel. The Change Order total amount was \$ 8,731.10.

Change Order #9 directed the contractor to modify the original trash grate design. The Change Order total amount was \$ 896.65.

Change Order #10 directed the contractor to construct a concrete access road to access the operation and installation of the trash rack. The Change Order total amount was \$ 16,904.02.

Change Order #11 directed the contractor to re-apply the proposed hydro-seed to the basin slopes. The Change Order total amount was \$ 7,231.31.

Change Order #12 directed the contractor to install 200 one-gallon container plants within the basin floor to promote vegetation growth. The Change Order total amount was \$ 2,945.56.

Change Order #13 directed the contractor to install an inflatable plug at the weir to allow water to bypass the basin during the grow-in period of the landscape. The Change Order total amount was \$2,598.32.

All Change Orders listed above increased the total contract amount by \$139,917.94.

Line-item adjustments per the attached FINAL BILLING STATEMENT resulted in no increase or decrease of the original contract amount. **\$0.00**.

CONTRACT ADJUSTMENT:

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 \$1,150,018.95.
- 2. As a result of the satisfactory completion of said project, a final retention amount of \$57,500.95 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, overhéad, 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 2018 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE WORK PERFORMED BY DICK MILLER INC. FOR THE PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENTS PROJECT, CIP NO. 18-11; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,150,018.95; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$57,500.95; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION 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: Appearing to the satisfaction of the Engineering Department that all work required to be done by Dick Miller Inc. for the total final contract amount of \$1,150,018.95, for the Paradise Creek Water Quality and Community Enhancements Project, CIP No. 18-11has been completed, the City Council of National City hereby: (1) accepts said work, (2) ratifies the release of the retention in the amount of \$57,500.95, (3) authorizes the Mayor to execute the Notice of Completion, and (4) orders that payment for said work be made in accordance with said contract.

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
Luz Monna, Orty Olerk	
APPROVED AS TO FORM:	
Charles F Rell Ir City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) awarding a contract to Blue Pacific Engineering & Construction, Inc. in the not-to-exceed amount of \$184,586.00 for the Civic Center ADA Accessibility Project, CIP No. 19-45; 2) authorizing a 15% contingency in the amount of \$27,687.90 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

AGENDA ITEM NO. MEETING DATE: June 15, 2021 ITEM TITLE: Resolution of the City Council of the City of National City, 1) awarding a contract to Blue Pacific Engineering & Construction, Inc. in the not-to-exceed amount of \$184,586.00 for the Civic Center ADA Accessibility Project, CIP No. 19-45; 2) authorizing a 15% contingency in the amount of \$27,687.90 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. **DEPARTMENT:** Engineering/Public Works PREPARED BY: Luca Zappiello, Assistant Engineer - Civil APPROVED BY: PHONE: 619-336-4360 **EXPLANATION:** See attached. APPROVED: FINANCIAL STATEMENT: **Finance** ACCOUNT NO. APPROVED: Contract Award - \$184,586.00 (funds are available through prior City Council CIP Appropriations) Expenditure Accounts: 001-409-500-598-1500 (Facilities Upgrades) - \$144,554.86 001-409-500-498-6574 (ADA Improvements) - \$40,031.14 15% Contingency - \$27,687.90 (funds are available through prior City Council CIP Appropriations) Expenditure Account: 001-409-500-598-1500 (Facilities Upgrades) - \$27,687.90 **ENVIRONMENTAL REVIEW:**

CEQA Notice of Exemption will be filed with the County Recorder.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Blue Pacific Engineering & Construction, Inc. in the not-to-exceed amount of \$184,586.00 for the Civic Center ADA Accessibility Project, CIP No. 19-45.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Explanation
- 2. Bid Opening Summary
- 3. Three Lowest Bidders Summary
- 4. Owner-Contract Agreement

5. Resolution

EXPLANATION

The Civic Center ADA Accessibility Project, CIP No. 19-45, will upgrade the first floor exterior access into the Civic Center. The project will construct an ADA accessible path of travel to the mainentrance of the building located on the first floor, as well as the side entrances located on the north and south sides of the building. Additionally, the project will also install two ADA parking stalls in the building parking lot. The first stall will be located in front of the main entrance, and the second stall will be located near the southern entrance, adjacent to the employee parking.

Staff will coordinate appropriate signage is placed during construction directing all members of the public and staff to the nearest entrance, as access may be limited at the north and south building entrances while they are being improved. Access to the main front entrance of the building will be maintained throughout the project for staff, as well as members of the public. The construction will be phased in such a way to create the least inconvenience to all facility users.

On April 30, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On May 5, 2020 and May 11, 2020, the bid solicitation was advertised in local newspapers.

On May 21, 2020, eight (8) bids were received electronically on PlanetBids by the 11:00 a.m. deadline. The list of bid opening summaries is attached. APR Construction Inc. was the apparent lowest bidder with a total bid amount of \$177,256.00. On June 16, 2020, City Council adopted Resolution No. 2020-113, awarding a contract to APR Construction, Inc. in the not-to-exceed amount of \$177,256.00.

After the City Council awarded the construction contract, staff worked with APR Construction on construction deliverables. Shortly thereafter, staff discovered that APR Construction violated City's contract provisions by providing false information, consistent with Section 6.4.1 of the Specifications. As a result, on February 16, 2021 and on March 16, 2021 the Engineering Department presented an agenda item to City Council recommending to adopt the resolution finding APR Construction, Inc. in default of the contract for materially violating the contract provisions by providing false information. On February 16, 2021, the City Council adopted Resolution 2021-10 and on March 16, 2021, the City Council adopted Resolution 2021-17 finding APR Construction Inc. in default of the contract for the Civic Center ADA Accessibility project. On March 18, 2021, staff issued a written Notice of Termination for Default to terminate the contractor's right to perform under the Contract.

Afterwards, staff contacted the second lowest bidder, Blue Pacific Engineering in order to determine if they were still interested in the project and confirm that there were no changes to the total cost of the project. Blue Pacific Engineering confirmed that they were still interested in this project and they also confirmed that the total cost would not exceed \$184,586.00 which would result in a contract increase of \$7,330.00.

Therefore, staff is recommending to award a contract to Blue Pacific Engineering as the second lowest bidder from the bid solicitation that was posted on PlanetBids on April 30, 2020 in an amount not to exceed \$184,586.00. Staff also recommends authorizing a 15% contingency in the amount of \$27,687.90 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is expected to begin in July 2021, and is estimated to be completed by November 2021. Updates will be provided on the City's CIP dashboard at: https://www.nationalcityca.gov/government/engineering-public-works.



BID OPENING SUMMARY

NAME:

CIVIC CENTER ADA ACCESSIBILITY PROJECT

CIP NO:

19-45

DATE:

Thursday, May 21, 2020

TIME:

11:00 A.M.

ESTIMATE:

\$200,000.00

PROJECT ENGINEER:

Jose Lopez, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1	BID SECURITY - BOND
1.	APR Construction, Inc. 3916 Murray Hill Road La Mesa, CA 91941	\$177,256.00	Yes	Bond
2.	Blue Pacific Engineering & Construction 7330 Opportunity Road, Suite J San Diego, CA 92111	\$184,586.00	Yes	Bond
3.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, CA 92126	\$184,989.00	Yes	Bond
4.	Bella Construction 10008 Tall Oak Lane Escondido , CA 92026	\$216,611.11	Yes	Bond
5.	lcpaving & sealing 620 Alpine Way Escondido, CA 92029	\$258,772.45	Yes	Bond
6.	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, CA 92071	\$264,037.00	Yes	Bond
7.	SD Remodeling P.O. Box 1488 Rancho Santa Fe, CA 92067	\$279,620.18	Yes	Bond
8.	Vasquez Construction Company 3009 G Street San Diego, CA 92102	\$284,900.00	Yes	Bond

Bid Results for Civic Center ADA Accessibility project (CIP No. 19-45)											
Item No.	Description	Unit	Qty.	APR Construction, Inc.		APR Construction, Inc.		Blue Pacific Engineering & Construction		Tri Group Construction	
	Base Bid										
1	Mobilization/Demobilization	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00		
2	Surveying and Construction Staking	LS	1	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00		
3	Traffic Control and Pedestrian Control	LS	1	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00		
4	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00		
5	Water Pollution Control	LS	1	\$1,700.00	\$1,700.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00		
6	Unclassified Excavation	LS	1	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00		
7	Removal, Disposal and Replacement of Unsuitable Material	CY	7	\$9,500.00	\$66,500.00	\$200.00	\$1,400.00	\$250.00	\$1,750.00		
8	Construct Concrete ADA Accessible Walkway	SF	365	\$68.00	\$24,820.00	\$30.00	\$10,950.00	\$14.00	\$5,110.00		
9	Construct Retaining Wall (All Types) Per City of San Diego Information Bulletins 221 and 222	SF	424	\$19.00	\$8,056.00	\$100.00	\$42,400.00	\$90.00	\$38,160.00		
10	Construct Curb Ramp Type C Per SDRSD G-29	EACH	2	\$2,000.00	\$4,000.00	\$4,500.00	\$9,000.00	\$4,600.00	\$9,200.00		
11	Signing and Striping	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00		
12	Furnish and Install Pedestrian Protective Railing Per SDRSD M-24 & M- 25	LF	152	\$30.00	\$4,560.00	\$150.00	\$22,800.00	\$218.00	\$33,136.00		
13	Mill & Overlay of ADA Parking Stalls	SF	2,014	\$10.00	\$20,140.00	\$5.00	\$10,070.00	\$9.00	\$18,126.00		
14	Fine Grading, Irrigation Adjustments and Landscape	SF	70	\$60.00	\$4,200.00	\$10.00	\$700.00	\$44.00	\$3,080.00		
15	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10	SF	743	\$10.00	\$7,430.00	\$12.00	\$8,916.00	\$14.00	\$10,402.00		
16	Construct 6" Curb per SDRSD G-1	LF	27	\$50.00	\$1,350.00	\$50.00	\$1,350.00	\$75.00	\$2,025.00		
17	Construct Concrete Step Per SDRSD M-26	EACH	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00		
18	Construct Concrete Ramp with Steel Plate Per Construction Detail B	EACH	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00		
19	Fill Cells Completely with Non-Shrink Grout, Texture to Match Existing, Paint over Grout to Match Existing, See Detail C on Sheet 02	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00		
	Total				\$177,256.00		\$184,586.00		\$184,989.00		

OWNER - CONTRACTOR AGREEMENT

CIVIC CENTER ADA ACCESSIBILITY, CIP NO. 19-45

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Blue Pacific Engineering & Construction**, ("Contractor"), 7330 Opportunity Road, Suite J, San Diego, CA 92111 on the <u>15th of June</u>, 2021, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

WORKERS' COMPENSATION INSURANCE

- a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.
- b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

tial)

(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:	Contractor: Blue Pacific Engineering & Construction
Alejandra Sotelo-Solis	- Mous ast
Mayor, City of National City	(Owner/Officer signature)
APPROVED AS TO FORM:	Shahram Elihu - Owner Print name and title
Ву:	
Charles E. Bell, Jr. City Attorney	(Second officer signature if a corporation)
	(Second officer signature if a corporation)
	Print name and title
	B2610019612
	Contractor's City Business License No.
	824455
	State Contractor's License No. and Class
	3545 Camino Del Rio South, Ste A Business street address
	San Diego, C4 92108 City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement
Bid Schedule
Addenda
Plans
Special Provisions (Specifications)
San Diego County Regional Standard Drawings
City of National City Standard Drawings
Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)
State Standard Specifications
State Standard Plans
California Building, Mechanical, Plumbing and Electrical Codes
Permits issued by jurisdictional regulatory agencies
Electric, gas, and communications companies specifications and standards
Sweetwater Authority specifications and standards
Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

l,	N/A	certify that I am the Secretary of the
	named as Contractor in the fo	
		, who signed said contract on behalf of the
Contractor,	was then	of said
Corporation	; that said contract was duly s	igned for and in behalf of said Corporation by
authority of	its governing body and is with	in the scope of its corporate powers.
		certify that I am the Secretary of the
Corporation	named as Contractor in the fo	pregoing Contract; that
		, who signed said contract on behalf of the
Contractor, v	was then	of said
Corporation;	; that said contract was duly si	igned for and in behalf of said Corporation by
authority of	its governing body and is with	in the scope of its corporate powers.
Corp	orate Seal:	

PARTNERSHIP CERTIFICATE

STATE OF)		
COUNTY OF)) ss _)	
			, before me, the undersigned, a Nota	ry
Public in and f	or said County and	d State, personal	illy appeared:	
		(Notary Seal))	
known to me	e to be		of the partners of the	he
partnership th		within instrumer	ent, and acknowledged to me that su	
Signature:				·
Name (Type or				_
	(N	otary Public in ar	nd for said County and State)	
My Commissio	n expires:			

PAYMENT BOND

WHEREAS, the City Council of the City of National City, on the <u>15th Day of June 2021</u>, has awarded to <u>Blue Pacific Engineering & Construction</u>, hereinafter designated as the "Principal", the CIVIC CENTER ADA ACCESSIBILITY, CIP NO. 19-45.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and THE OHIO CASUALTY INSURANCE COMPANY as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of **One Hundred Eighty Four Thousand, Five Hundred Eighty Six (\$184,586.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the __1ST JUNE day of THE OHIO CASUALTY BLUE PACIFIC ENGINEERING **INSURANCE COMPANY** (SEAL) & CONSTRUCTION (SEAL) (SEAL) MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL) SHAHRAM ELIHU, OWNER (SEAL) Surety Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF)
) ss
COUNTY OF)
On this day of, 20, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
whose name is subscribed to the within instrument as the attorney-in-fact of the, the corporation named as Surety
in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.
NOTE: Signature of those executing for Surety must be properly acknowledged. NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
Signature:
Name (Type or Print):
(Notary Public in and for said County and State)
My Commission expires:

ATTACH ALL BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of ____ SAN DIEGO before me, SANDRA FIGUEROA, NOTARY PUBLIC Here Insert Name and Title of the Officer personally appeared _____ MARK D. IATAROLA Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the SANDRA FIGUEROA laws of the State of California that the foregoing COMM. # 2334108 paragraph is true and correct. SAN DIEGO COUNTY IOTARY PUBLIC-CALIFORNIAZ WITNESS my hand and official seal. MY COMMISSION EXPIRES 7 SEPTEMBER 22, 2024 Place Notary Seal and/or Stamp Above OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ _____Number of Pages: ____ Document Date: ____ Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA __ Signer's Name: __ □ Corporate Officer – Title(s): _____ ____ 🗆 Corporate Officer – Title(s): ___ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General □ Partner - □ Limited □ General □ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact ☐ Guardian of Conservator
☐ Trustee □ Trustee ☐ Guardian of Conservator

□ Other:

Signer is Representing:

©2017 National Notary Association

Signer is Representing: _____

☐ Other:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez							
				each individually if there be more than one named, its true and lawful attorney-in-fact to make, tand deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance en duly signed by the president and attested by the secretary of the Companies in their own proper			

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March 2021 .

INS//





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

State of PENNSYLVANIA County of MONTGOMERY

persons.

29th day of March Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



onwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County
My commission expires March 28, 2025 Commission number 1126044 damber, Pennsylvania Association of Notaries

eresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-In-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this IST day of







Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney please call 610-832-8240 or email

AMENDED ORIGINAL EXECUTED IN TRIPLICATE BOND NO. 024248379 PREMIUM: \$3,769.00 PREMIUM: \$50R CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, on the <u>15th of June 2021</u>, has awarded to <u>Blue Pacific Engineering & Construction</u>, hereinafter designated as the "Principal", the CIVIC CENTER ADA ACCESSIBILITY, CIP NO. 19-45.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and

THE OHIO CASUALTY INSURANCE COMPANY

as surety, are held and firmly
bound unto the City Council of the City of National City hereinafter called the "Council",
in the penal sum of One Hundred Eighty Four Thousand, Five Hundred Eighty Six

(\$184,586.00) lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, the City Council, their officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City of National City and judgment is recovered, the surety shall pay all costs incurred by the Council in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the	<u>1ST</u> day of <u>JUNE</u> , 20 <u>21</u> .
THE OHIO CASUALTY INSURANCE COMPANY (SEAL)	BLUE PACIFIC ENGINEERING & CONSTRUCTION (SEAL)
Ma O. Saturola (SEAL)	(SEAL)
MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)	SHAHRAM ELIHV, OWNER (SEAL)
Surety	Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE C)F						
COUNT	Y OF _) s)	s
On this day of		, 20	, befo	ore me, the undersigned, a Notary			
					-		State, personally appeared
							known to me to be the person
whose	name	is sul	oscribed	to the	within i	nstrume	nt as the attorney-in-fact of the
							, the corporation named as Surety
in said	instru	ment,	and ac	knowle	dged to i	me that	he subscribed the name of said
corpora	tion th	nereto	as Suret	y, and h	nis own na	ame as at	ttorney-in-fact.
NOTE:	Signa	ature	of those	e execu	iting for	NOTE:	The Attorney-in-fact must attach a
	Sure	ty	must	be	properly		certified copy of the Power of
	ackn	owled	ged.				Attorney.
			_				·
Signatur							
Jigirata.	·						, <u></u>
Name /	Tyna a	r Drint	١.				
ivallie (1	уре о						
		Notar	y Public	ın and 1	for said Co	ounty an	a State
My Com	ımissid	on exp	ires:				

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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A notary public or other officer to which this certificate is atta			dividual who signed the document document.	
State of California County of SAN DIE	GO }			
		CANDDA FIGUEDOA	NOTABY BUBLIC	
On6/1/2021	before me,		and Title of the Officer	
personally appeared	N		ind The Orthe Officer	
personally appeared		Name(s) of Signer(s)		
to the within instrument and	acknowledged to me that that by his/ her/their sign	nt he/ she/they executed t nature(s) on the instrumen	nose name(s) is/ are subscribed the same in his/ her/their at the person(s) , or the entity	
COM SAN NOTARY MY COM	DRA FIGUEROA MM. # 2334108 DIEGO COUNTY PUBLIC-CALIFORNIA MMISSION EXPIRES EMBER 22, 2024			
Place Notary Seal and		_	ature of Notary Public	
~ ~	2 002 00 mm	ONAL -		
	ling this information can denterated this information.			
Description of Attached				
Title or Type of Docume				
Document Date:		Nı	umber of Pages:	
Signer(s) Other Than Nar				
	IATAROLA le(s): General Attorney in Fact Guardian of Conservator	Signer's Name: Corporate Officer – Partner – Limited Individual Trustee Other:	d □ General □ Attorney in Fact □ Guardian of Conservator	
Signer is Representing:				

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez	
all of the city of Escondido state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March , 2021.	
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company The Ohio Casualty Insurance Company West American Insurance Company The Ohio Casualty Insurance Company The Ohio Casualty Insurance Company West American Insurance Company The Ohio Casualty Insurance Company West American Insurance Company The Ohio Casualty Insurance Company The Ohio Casualt	al.com.
David M. Carey, Assistant Secretary State of PENNSYLVANIA ss County of MONTGOMERY	mutu
On this 29th day of March . 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Scompany, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	(@liberty
State of PENNSYLVANIA County of MONTGOMERY SS County of MONTGOMERY SS County of MONTGOMERY SS Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. Commonwealth of Pennsylvania - Notary Beal Tenses Pastella, Notary Public Montgornery County Montgornery Co	10 or email HOSUF
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	32-87
ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.	olease call 610-8
ARTICLE XIII — Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seat, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	
Certificate of Designation — The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1ST day of JUNE , 2021







By: Renee C. Llewellyn, Assistant Secretary

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO BLUE PACIFIC ENGINEERING & CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$184,586.00 FOR THE CIVIC CENTER ADA ACCESSIBILITY PROJECT, CIP NO. 19-45; 2) AUTHORIZING A 15% CONTINGENCY OF \$27,687.90 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the Civic Center ADA Accessibility Project, CIP No. 19-45 ("Project"), will upgrade the first-floor exterior access into the Civic Center by constructing an ADA accessible path of travel to the main entrance of the building located on the first floor, as well as the side entrances located on the north and south sides of the building; and

WHEREAS, the Project will also install two (2) ADA parking stalls in the Civic Center parking lot located in front of the main entrance, and the second stall will be located near the southern entrance, adjacent to the employee parking lot; and

WHEREAS, on April 30, 2020, the City posted the bid solicitation on PlanetBids, a free public electronic bidding system for contractors and, and on May 5, 2020, and May 11, 2020, the City advertised in local newspapers; and

WHEREAS, on May 21, 2020, eight (8) bids were received by the 11:00 a.m. deadline for the Project; and

WHEREAS, on June 16, 2020, City Council adopted Resolution No. 2020-113, awarding a contract to APR Construction, Inc. in the not-to-exceed amount of \$177,256.00; and

WHEREAS, City staff discovered that APR Construction Inc. violated City's contract provisions by providing false information, consistent with Section 6.4.1 of the Specifications, and as a result, on February 16, 2021, and March 16, 2021, the City's Engineering Department presented an agenda item to City Council recommending to adopt the Resolution finding APR Construction, Inc. in default of the contract for materially violating the contract provisions by providing false information; and

WHEREAS, on February 16, 2021, City Council adopted Resolution 2021-10, and on March 16, 2021, the City Council adopted Resolution 2021-17 finding APR Construction, Inc. in default of the contract for the Project; and

WHEREAS, on March 18, 2021, City staff issued a written Notice of Termination for Default to terminate the contractor's right to perform under the contract; and

WHEREAS, Blue Pacific Engineering & Construction, Inc. was the second lowest responsive bidder qualified to perform the work as described in the Project specifications with a total bid amount of \$184,586.00; and

Resolution No. 2021 – Page Two

WHEREAS, City staff recommends awarding a contract to Blue Pacific Engineering & Construction, Inc. in the not-to-exceed amount of \$184,586.00; and

WHEREAS, City staff recommends authorizing a 15% contingency amount up to \$27,687.90 for any unforeseen conditions that may arise during the Project.

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

Section 1: Awards the Civic Center ADA Accessibility Project, CIP No. 19-45, to the second-lowest responsive, responsible bidder, to wit:

BLUE PACIFIC ENGINEERING & CONSTRUCTION, INC.

Section 2: Authorizes the Mayor to execute a contract for \$184,586.00 with Blue Pacific Engineering & Construction, Inc. for the Civic Center ADA Accessibility Project, CIP No. 19-45.

Section 3: Authorizes a 15% contingency in the amount of up to \$27,687.90 for any unforeseen changes.

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles F. Ball. In. City Attorney	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a two-year Agreement with Southwest Traffic Signal Service, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance & Repair Services including, but not limited to, services, installations, maintenance, and repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and related equipment and services citywide. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 **AGENDA ITEM NO.:** ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute a two-year Agreement with Southwest Traffic Signal Service, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance & Repair Services including. but not limited to, services, installations, maintenance, and repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and related equipment and services citywide. PREPARED BY: Tirza Gonzales, Management Analyst II DEPARTMENT: Engineering & Public Works PHONE: 619-336-4318 APPROVED BY: **EXPLANATION:** See staff report. FINANCIAL STATEMENT: APPROVED: FINANCE ACCOUNT NO. APPROVED: MIS Funding is dependent on existing and future appropriations as part of annual budget. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Adopt Resolution executing an Agreement with Southwest Traffic Signal Service, Inc. for a not-toexceed amount of \$1,400,000 to provide Traffic Signal and Streetlight Maintenance and Repair Services. **BOARD / COMMISSION RECOMMENDATION: ATTACHMENTS:** 1. Explanation

Agreement
 Resolution

Explanation:

The Streets and Wastewater Division of the Engineering and Public Works Department currently maintains 80 traffic controlled intersections, including lights and poles, 736 streetlights, and approximately 160 additional pieces of related equipment. Based on the need for specialized services, the Engineering and Public Works Department issued a Request for Proposal (RFP) for on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services.

On April 29, 2021, the Engineering and Public Works Department issued an RFP for Traffic Signal and Streetlight Maintenance and Repair Services including, but not limited to, services, installations, maintenance, and repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and other related equipment and services, on PlanetBids, a free public electronic bidding system. The deadline to submit responsive proposals was May 20, 2021.

Two submitted proposals for Traffic Signal and Streetlight Maintenance and Repair Services were received by the 5:00 p.m. submittal deadline. On May 24, 2021, a panel of Engineering and Public Works Department staff reviewed and scored the submittals based on the evaluation criteria detailed in the RFP.

Based on the strength of their proposal, scored evaluations, and negotiations, staff recommends executing a two-year Agreement (with the option for three, one-year extensions) with Southwest Traffic Signal Service, Inc., for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services per the scope of work and costs identified in Exhibit "A" to the Agreement. All services performed by contractor must meet prevailing wage requirements as mandated by the Department of Industrial Relations and will be provided to the City on an as-needed basis and as-directed by the Director of Public Works/City Engineer.

Traffic Signal and Streetlight Maintenance and Repair Services will be provided with available funding based on existing and future appropriations as part of the annual budget. Currently, FY22 approved budget appropriations for this effort are \$250,000.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND SOUTHWEST TRAFFIC SIGNAL SERVICE, INC.

THIS AGREEMENT is entered into on this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and SOUTHWEST TRAFFIC SIGNAL SERVICE, INC., a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide traffic signal and streetlight maintenance and repair services;

WHEREAS, on April 29, 2021, the CITY's Engineering & Public Works Department advertised a Request for Proposal ("RFP") for traffic signal and streetlight maintenance and repair services;

WHEREAS, on May 20, 2021, the CONTRACTOR submitted a proposal in response to the RFP, consistent with the requirements of the RFP;

WHEREAS, the CITY has determined that the CONTRACTOR is a traffic signal and streetlight maintenance and repair company and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide traffic signal and streetlight maintenance and repair services and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2021. The duration of this Agreement is for the period of July 1, 2021 through June 30, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.
- 3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A", including but not limited to, services, installations, maintenance, and

repairs of the traffic signal systems, lighting systems, flashing crosswalks, battery backup systems, and related equipment and services, on an on-call and emergency basis.

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

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

- 4. **PROJECT COORDINATION AND SUPERVISION.** The Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Ryan T. Clark, President and General Manager, thereby is designated as the Project Director for the CONTRACTOR.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$1,400,00.00. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over

to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

- 9. <u>CONTROL</u>. Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as set forth in this Agreement. The CONTRACTOR, or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONTRACTOR and its agents, servants, and employees are wholly independent from the CITY and CONTRACTOR'S obligations to the CITY are solely prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal

statutes and regulations, and all applicable ordinances, rules, and regulations of the CITY, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current CITY business license prior to and during performance of any work pursuant to this Agreement.

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

12. <u>STANDARD OF CARE</u>.

- A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. NON-DISCRIMINATION PROVISIONS. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places

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

14. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

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

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

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

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

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

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

- 16.2 <u>Limitation of CITY Liability</u>. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
- 16.3 <u>Indemnification for Employee Payments</u>. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.
- WORKERS' COMPENSATION. The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.
- 18. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

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

- C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.
- D. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

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

- H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.
- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may

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

- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

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

20. TERMINATION.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.
- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a

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

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

To CITY: Roberto Yano

Director of Public Works / City Engineer Engineering & Public Works Department

City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONTRACTOR:

Ryan T. Clark
President & General Manager
Southwest Traffic Signal Service, Inc.
9201 Isaac St., Ste. A
Santee, CA 92071

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

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official

position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONTRACTOR.

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

24. <u>ADMINISTRATIVE PROVISIONS</u>.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Assignment & Assumption of Rights. CONTRACTOR shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
- H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

- I. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.
- J. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- M. Subcontractors or Subconsultants. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- N. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

SOUTHWEST TRAFFIC SIGNAL SERVICE, INC. (Corporation – signatures of two corporate officers required) (Partnership or Sole proprietorship – one signature)
By: (Name)
(Print)
PRESIDENT & GENERAL MANAGER (Title) By: (Name) (Print) (Title)

APPENDIX A CONTACT INFORMATION

1. Legal name and address of company:

SOUTHWEST TRAI	FIC SIGNAL	SERVICE,	INC
DBA: SOUTHWEST	SIGNAL SERVICE		
PO BOX 1297			
EL CAJON, CA	92022		

2. Legal form of company:

3. Address of office working on the project:

SOUTHWEST SIG	WAL SERUCE	
9201 ISAAC	ST STEA	
SANTEE, CA	92071	

4. Name, title, address, telephone number, and email address of the person to contact concerning the bid:

RYAN T CLARK	
PRESIDENT & GENERAL MAN AGER	
PO BOX 1297, EL CAJON, CA 9202	2
619-442-3343	
RCLARK D SOUTHWEST SIGNAL. COM	

APPENDIX B

TEAM MEMBERS AND KEY PERSONNEL

The CONTRACTOR is required to provide a discussion of its team members and key personnel as described in the Statement Requirements section.

(ATTACH CONTRACTOR'S TEAM MEMBER AND KEY PERSONNEL DISCUSSION HERE)



To: City of National City 20MAY2021

Re: Appendix B, Team Members and Key Personnel

Sir or Madam,

This letter serves to provide discussion in compliance with Appendix B of Request for Proposal (RFP), Traffic Signal and Streetlight Maintenance & Repair Services dated 29APR2021.

Southwest Signal Service has been in business for nearly 40 years, focused on maintenance and construction of traffic signals and street lighting. We have been servicing traffic signals and streetlights for the City of National City for over 30 years. Currently, we perform traffic signal maintenance and repair for 9 local municipalities. We currently hold A, B, and C-10 Contractor's Licenses with the CSLB, under license #451115, and are a disabled-veteran owned small business. Our DIR number is 1000004265.

In total, Southwest Signal Service has over 20 employees, with the majority performing construction tasks in small teams under the supervision of a trained crew leader. Those who demonstrate a potential aptitude for maintenance are trained in-house and certified by IMSA to be Traffic Signal Technicians. Our maintenance technicians are career professionals with many years of experience, and they perform the bulk of services that can be performed by one or two individuals. More substantial efforts that require the use of specialized equipment or teams of three or more are generally accomplished by our in-house construction teams.

While Southwest Signal Service tends to assign individual technicians to specific contracts due to various preferences, we do not currently have any active contractual requirement to provide such an assignment. As such, Southwest Signal Service would be agreeable to the City of National City interviewing and/or selecting from our pool of talented individuals a primary technician for the city's needs. Currently, the majority of your city's traffic signal and streetlight maintenance is performed by Billy Nathan. The table below provides our current list of IMSA-certified Traffic Signal Technicians, to include their certification expiration date, as well as their total years of

experience in traffic signal-related work. As Construction Technicians mature in their abilities, we expect to have additional personnel available for future requirements. Professional references for each of the listed personnel are the contacts provided with our ongoing contracts with various municipalities here in San Diego County.

Technician Name	IMSA Level	Cert #	Expiration	Yrs Exp
Charlie Richardson	111	CE 75545	23JUL2022	23+
Tony Cisneros	11	BE 85467	05JUN2021	16+
Jorge Gonzalez	11	BE 89462	18MAR2023	14+
Ryan Rector	(1	BE 111980	020CT2021	5+
Billy Nathan	ll l	BE 92948	20JUL2021	20+
Carlos Martinez	11	BE 111972	04JUN2021	14+
Luis Nunez	11	BE 111976	22JUN2021	15+
Ryan Clark	ll l	BE_127172	18MAR2023	15+

Our local area supervisor is Tony Cisneros, who had been previously assigned as the primary technician for the City of National City before his promotion to supervisor. He knows the city's needs exceptionally well. As a locally-owned and operated entity, the city also has direct access to myself as the president and general manager.

Our service fleet currently has five overhead lift trucks as well as three service trucks that can be employed as needed. Our construction teams have an array of trucks and equipment, to include several air compressors, available. We maintain an inventory of common parts in our warehouse, to limit impacts to customers when a replacement is required.

Urgent but unplanned services are a common practice for Southwest Signal Service. Minor repairs are usually accomplished within an hour or so of first being reported. Major repairs, such as a traffic signal pole knockdown, generally require a larger crew and results in several hours of impact to the intersection. We maintain a handful of Type 1A poles and other signal equipment for emergency use, until a custom-ordered permanent replacement pole can be delivered and installed.

Routine scheduled maintenance is tracked by way of our existing custom software that our technicians, supervisors, and administrative personnel use to schedule tasks per contractual direction. Emergency calls are entered into the same software and issues an immediate tasking directive to appropriate technicians. This software is web-based, and is accessible to all personnel even while in the field. Each month, customers are provided reports that describe all activities conducted, to include routine preventative maintenance tasks, service calls and repairs, markout activities, as well as a

report identifying any deficiencies that have been identified at an intersection but not yet resolved.

Finally, Southwest Signal Service's main location is located here within the county. For most business hours, one or more technicians will be located either within the City of National City, an adjacent city, or otherwise within 20 miles. Outside of business hours, all on-call technicians currently live within 20 miles of the city and within the county borders.

Should you have any questions, I may be reached at the number below.

Ryan T. Clark

President and General Manager Southwest Traffic Signal Service, Inc. (619) 442-3343



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



. - 451115

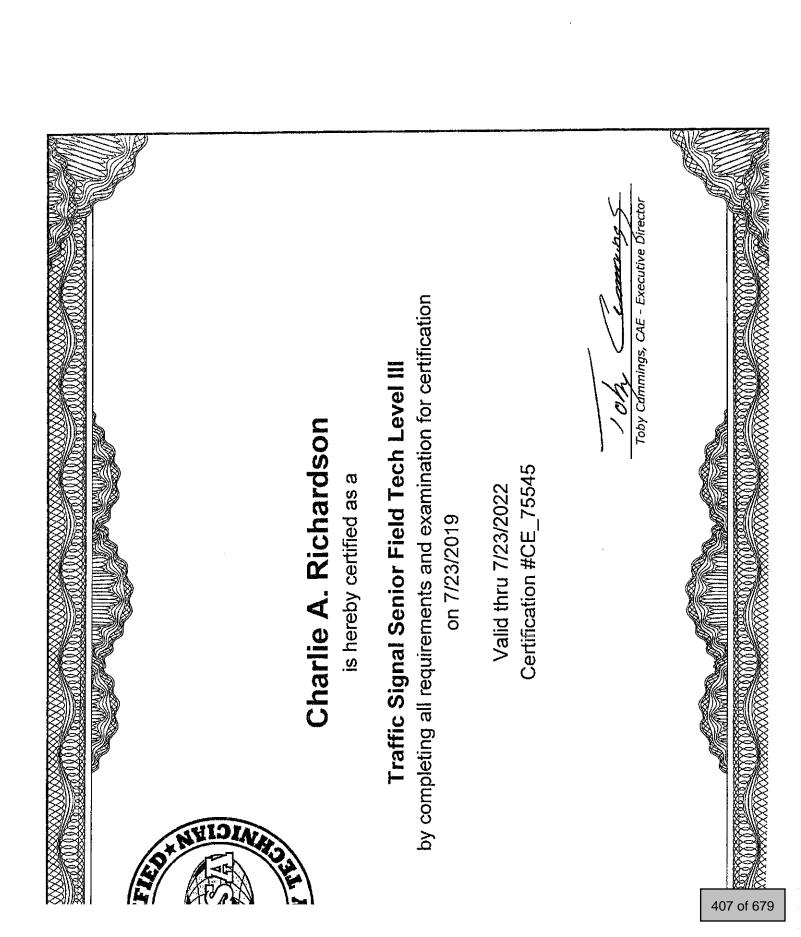
ECCORP

SOUTHWEST TRAFFIC SIGNAL SERVICE INC

Dessencations B C10 A

Emmin Date 01/31/2022

www.cslb.ca.gov





Traffic Signal Renewal Program

Jose A. Cisneros

is hereby certified as a

Traffic Signal Field Technician Level II

on 6/5/2018

Valid Thru 6/5/2021

Douglas M. Alkan - Executive Director

Traffic Signal Renewal Program
Jose A. Cisneros
Is Hereby Certified as a
Traffic Signal Field Technician Level II
By completing all requirements and
examination.

Cert #

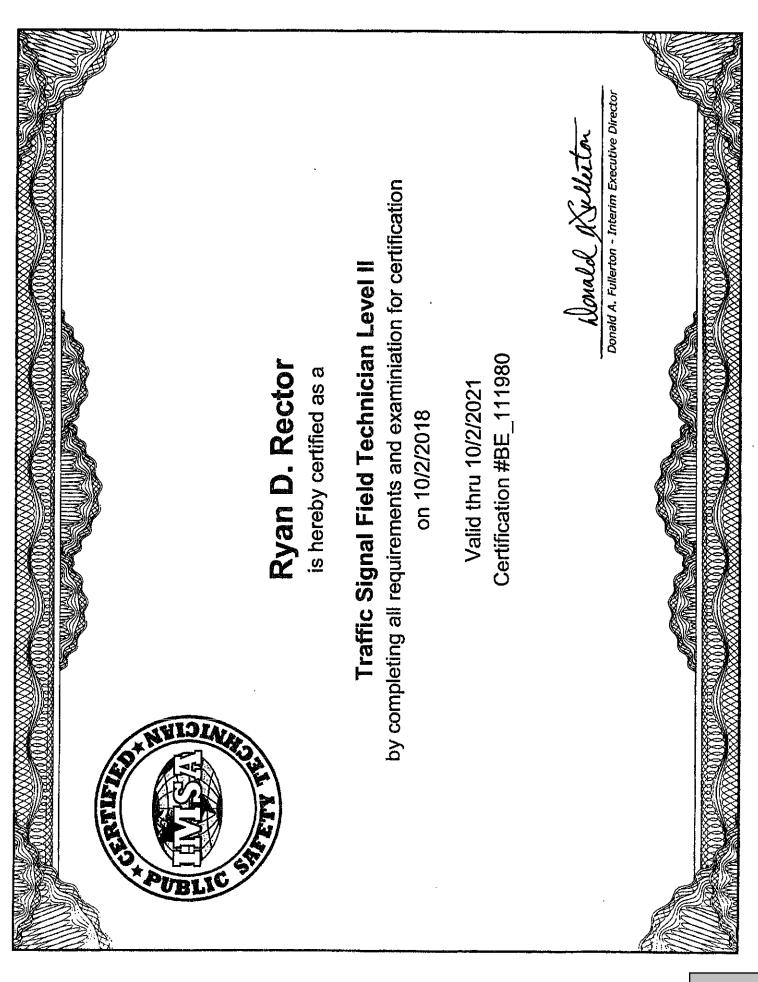
Date

Good Thru

BE_85467

6/5/2018

6/5/2021





Traffic Signal Renewal Program Billy L. Nathan Is Hereby Certified as a Traffic Signal Field Technician Level II By completing all requirements and

examination.

Cert # Date Good Thru BE_92948 6/22/2018 7/20/2021



Traffic Signal Renewal Program

Carlos A. Martinez

is hereby certified as a

Traffic Signal Field Technician Level II

on 6/4/2018

Valid Thru 6/4/2021

Douglas M. Alken - Executive Dir



Traffic Signal Renewal Program

Luis Alfonso Nunez

is hereby certified as a

Traffic Signal Field Technician Level II

on 6/22/2018

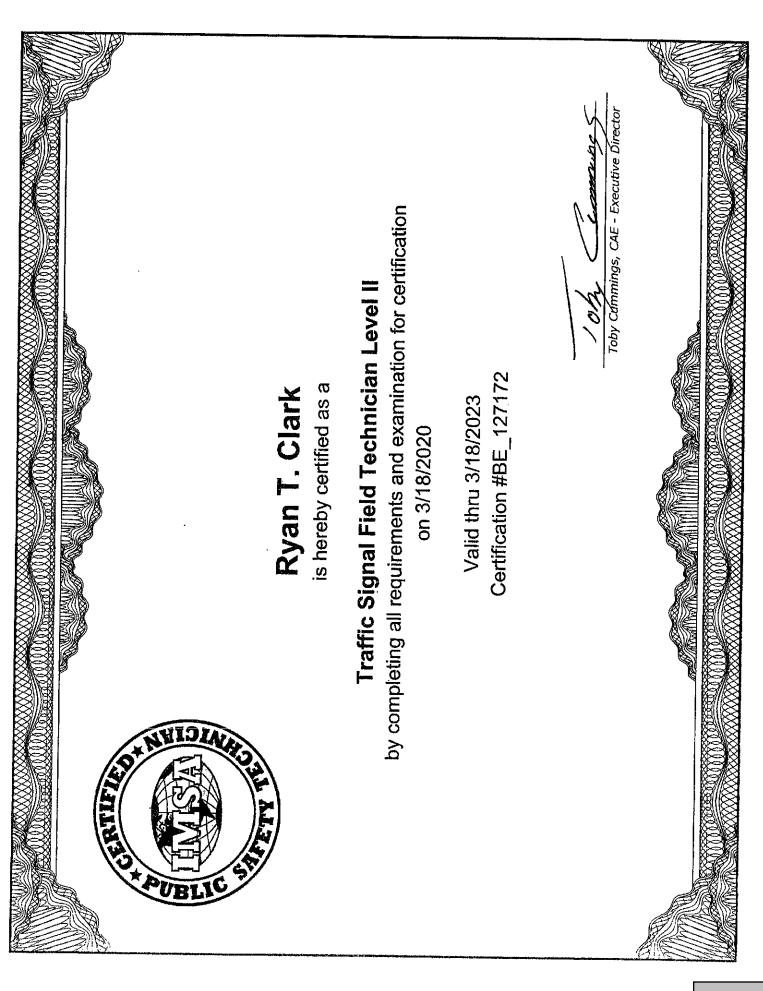
Valid Thru 6/22/2021

Kaylee E Oerby, Director of Operations

Traffic Signal Renewal Program
Luis Alfonso Nunez
Is Hereby Certified as a
Traffic Signal Field Technician Level II
By completing all requirements and
examination.

 Cert ≠
 Date
 Good Thru

 BE_111976
 6/22/2018
 6/22/2021



CONTRACTOR'S LISTING OF SUBCONTRACTORS

The CONTRACTOR is required to furnish the following information relative to the subcontractors he proposes to use.

If all work is to be done without subcontractors, write "NONE" in the following space:

LICENSE	ADDDECC AND	T) (DE 1) ID = 0.00
NUMBER AND CLASS	TELEPHONE	TYPE AND PORTION OF WORK SUBCONTRACTOR WILL PERFORM
NONE	5865 AVEN IM EPULIES SUITE 142-B CARLISAD CA 92008 760-602-4290	TRAFFIC ENGINEERING CERVICES
	CLASS	NUMBER AND TELEPHONE CLASS 5.865 AVEN DA EPUNS

APPENDIX C

CONTRACTOR'S STATEMENT OF EXPERIENCE AND REFERENCES

The CONTRACTOR is required to state similar work to that described in this RFP that he/she has successfully performed and give references, which will enable the City to judge his/her responsibility, experience, skill and business standing. The CONTRACTOR is required to provide a minimum of three (3) references where work was performed within the past three (3) years. An attachment can be used.

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Date Contract Completed	Name and Address of the Employer	Contact Persons Name and Telephone Number	Type of Work	Amount of Contract
Since 2017 to naw	City of San Marcos 201 Mata way, san Marco	Dylan deBie 760-594-4703	Traffic Signal t street lights	# 315,000
since 2009 to now	City of Imperial Beach 495 10th st., Imperial Beach		Truffic Signal	\$ 50,000
since 1986 to Now	City of Encinitas 505 S. Vulcan ave. Encinitas	Ian Barr 760-560-8181	Traffic Signal	\$ 200,000
Since 2009 to now	City of Del Mar 2240 Jimmy Durante, Del Mar	Peter Kiefer 760-855-3875	Traff Signal	\$ 15,000
Since 2019 to now	city of El Cajon 200 civic center El Cajon	Maro Sanchez 419-887-1020	truffic signal	# 190,000
Since 2019 to New	city of La Mesa 8130 Allison ave. La Mesa	Leon Firsht 614.358-4922	Traffic Signal	\$ 100,000
Since 2019 to now	city of Lemon Grove 3232 Main st. Lemon Grove	Vivian marcias 619-825-3810	Traffic signal	# 50,000
Since 2019 to now	city of Santee 1061 magnetia we. Santee	Jeff Margan 419-572-6923	Truffic Signal	\$70,000
since 1990 to now	city of National City 1243 National City Blud. National City	Donald Jasmund 619-866-2913	Traffic Signal Street lights	# 250,000
· · · · · · · · · · · · · · · · · · ·				
				

APPENDIX D PRICING SCHEDULE*

The matrix below describes items upon which the City requests a bid. The actual payments made to the CONTRACTOR will be based on actual work performed for the City consistent with the terms and conditions of the contract documents.

The undersigned declares he/she has carefully examined the locations of the work, read the Request for Bid, examined all specifications, and hereby proposes to furnish all labor, materials, equipment, transportation, and services required to do all the work in this Traffic Signal Maintenance & Repair Services RFP, in accordance with the specifications of the City of National City, and the General Provisions and that he/she will take in full payment therefore the following unit prices for each item complete, to wit:

	Bid Schedule "A" Annual Routine Maintenance/Repairs – Page 1 of 2							
Item No.	Description	Estimated Monthly Quantity* (A)	Unit Price (B)	Monthly Cost (C = A x B)	Annual Cost (D = C x 12)			
A-1	Perform Routine Monthly Traffic Signal Preventative Maintenance	78 signals	\$ 67.50 Each	\$ 5, 265.00	\$ <u>63,180.0</u> 0			
A-2.	Provide and Install LED Signal Light (Burnout)	10 each	\$ 85.00 Each	\$ 850.00	\$ 10,200.00			
A-3.	Provide and install LED Pedestrian Module	2 each	\$ 190. Co Each	\$ 380.00	\$ 4,560.00			
A-4.	Perform Function/Detection/Cycling Test	3 each	\$ 55. Co Each	\$ 165.00	\$ 1,980.00			
A-5.	Provide and Replace UPS Batteries (Per Signal)	5 each	\$l	\$ 5.00	\$ 60.00			
A-6.	Streetlight Fixture Repair/ Replacement	10 each	\$ <u>75. 90</u> Each	\$ 750.00	\$ 9,000.00			

	Bid Schedule "A" Annual Routine Maintenance/Repairs – Page 2 of 2							
Item No.	Description	Estimated Monthly Quantity* (A)	Unit Price (B)	Monthly Cost (C = A x B)	Annual Cost (D = C x 12)			
A-7.	Pedestrian Push Button Replacement	2 each	\$ 72.00 Each	\$ 144.00	\$ 1,728.00			
A-8.	Loop Set Testing	2 each	\$ 95.00 Each	\$ 190.00	\$ 2,280.00			
A-9.	Loop Replacement	4 each	\$ 225.00 Each	\$ 900.00	\$ 10,800.°C			
A-10.	Video Detection Camera Service	1 each	\$ 95. Co Each	\$ 95.00	\$ 1,140.00			
A-11.	Cabinet Filter Replacement (Semi Annual)	13 each	\$ 15.00 Each	s_195.00	\$ 2,340.00			
A-12.	Head Cleaning and Mast Arm Inspection (Annual)	7 each	\$ /25.00 Each	s_875.co	\$ 10, 500.00			
A-13.	Conflict Monitor Testing (Annual)	7 each	\$ 65.00 Each	\$ 455.00	\$ 5,460.00			
Total A	\$ 123, 228.9							

^{*}Estimate based on historical experience and is for bid comparison purposes only. The actual payments made to the CONTRACTOR will be based on the CONTRACTOR's actual work performed for the City consistent with the terms and conditions of the contract documents, and may be different from the prices estimated above. In the event of errors in calculation, the correctly extended bid item total will govern.

	Bid Schedule "B" Annual Regular Hours Repairs – Page 1 of 1						
Item No.	Description	Estimated Monthly Quantity* (A)	Unit Price (B)	Monthly Cost (C = A x B)	Annual Cost (D = C x 12)		
B-1.	IMSA Level III Certified Technician	20 hours	\$ 97.50 (Per Hour)	s_1,950.00	\$ 23, 400.Co		
B-2.	IMSA Level II Certified Technician	60 hours	\$ 97.50 (Per Hour)	\$ 5,850.00	\$ 70, 200.00		
B-3.	General Laborer	20 hours	\$ 72. So (Per Hour)	\$ 1, 450.00	\$ 17,400.00		
B-4.	Bucket Truck	50 hours	\$	\$ 500. oo	\$ 6,000.00		
B-5.	Service Truck	30 hours	\$ 10.00 (Per Hour)	\$ 300.00	\$ 3,600.00		
B-6.	Compressor	8 hours	\$ 5.00 (Per Hour)	\$ 40.00	\$ 480.00		
Γotal A	nnual Cost for Bid So	\$ 121,080.00					

^{*}Estimate based on historical experience and is for bid comparison purposes only. The actual payments made to the CONTRACTOR will be based on the CONTRACTOR's actual work performed for the City consistent with the terms and conditions of the contract documents, and may be different from the prices estimated above. In the event of errors in calculation, the correctly extended bid item total will govern.

	Bid Schedule "C" Annual After Regular Hours Repairs - Page 1 of 1						
Item No.	Description	Estimated Monthly Quantity* (A)	Unit Price (B)	Monthly Cost (C = A x B)	Annual Cost (D = C x 12)		
C-1.	IMSA Level III Certified Technician	5 hours	\$ 165.00 (Per Hour)	\$ 825.00	\$ 9,900.00		
C-2.	IMSA Level II Certified Technician	10 hours	\$ 165.00 (Per Hour)	\$ 1,6 SO.00	\$ 19,800.00		
C-3.	General Laborer	5 hours	\$ 105.00 (Per Hour)	\$ 525,00	\$ 6,300.00		
C-4.	Bucket Truck	15 hours	\$ /0.00 (Per Hour)	\$ /50. Co	\$ 1,800.00		
C-5.	Service Truck	5 hours	\$ 10.00 (Per Hour)	\$ 50.00	\$ 600.00		
C-6.	Compressor	2 hours	\$ 5.00 (Per Hour)	\$_10.00	\$ 120. do		
Γotal A	nnual Cost for Bid Sc	\$ 38,520.00					

^{*}Estimate based on historical experience and is for bid comparison purposes only. The actual payments made to the CONTRACTOR will be based on the CONTRACTOR's actual work performed for the City consistent with the terms and conditions of the contract documents, and may be different from the prices estimated above. In the event of errors in calculation, the correctly extended bid item total will govern.

CONTRACTOR'S PROPOSED TOTAL COST OF SERVICE

Bid Schedule	Annual Cost
Total Annual Cost for Bid Schedule "A"	\$ 123, 228.00
Total Annual Cost for Bid Schedule "B"	\$ 121,080.00
Total Annual Cost for Bid Schedule "C"	\$ 38,520.00
Total Amount of CONTRACTOR'S Bid (Sum of Bid Schedules A, B, & C) per agreement year	\$ 282,828.00

In the event of a discrepancy between the individual bid item costs and the extended bid totals, the properly extended bid item costs will govern.

Price(s) given above are firm for 90 days after date of bid opening.

The Undersigned has checked carefully all of the above figures and understands that the City will not be responsible for any error or omission on the part of the Undersigned in preparing this bid.

The Undersigned agrees that in case of default in executing the required City Contract with the necessary insurance policies within fifteen (15) calendar days from the date of award of agreement by the City, the City may at its option and without providing further notice to the apparent Best Value CONTRACTOR administratively authorize the award of the contract to the Best Value CONTRACTORs in descending rank.

CLARK, RYAN T	PRESIDENT & GM
Print Name	Title
Signature	

APPENDIX E

CONTRACTOR'S LISTING OF SUBCONTRACTORS

The CONTRACTOR is required to furnish the following information relative to the subcontractors he/she proposes to use.

If all work is to be done without subcontractors, write "NONE" in the following space:

NAME UNDER WHICH SUB- CONTRACTOR IS LICENSED	LICENSE NUMBER AND CLASS	ADDRESS AND TELEPHONE	TYPE AND PORTION OF WORK SUBCONTRACTOR WILL PERFORM	
STC Traffic, INC	NONE	5865 Avenida Engras suite 142-8 carlstood 240-602-4290	Truffic Engyneering Service	
		ī		
		i		

APPENDIX F EXCEPTIONS TO THIS REQUESTS FOR BIDS

The Contractor shall certify that it takes no exceptions to this R	RFP and the requirements stated within.
MONE	
CONTRACTOR's Acknowledgement (signature)	

APPENDIX G ADDENDA TO THIS REQUEST FOR BIDS

The Contractor shall confirm in its statement the receipt of all addenda issued for this RFP.

ADDENDUM	No. 2	INCLUDED.	No	ADDITIONAL	ADDENDA	RECEIVED.
	7			MANAGE OF THE STATE OF THE STAT		
CONTRACTOR'	s Acknowledg	ement (signature)				



May 12, 2021

ADDENDUM NO. 1

RFP - Traffic Signal and Streetlight Maintenance & Repair Services

The plans and specifications prepared by the Engineering and Public Works Department for the City of National city entitled, "RFP – Traffic Signal and Streetlight Maintenance & Repair Services", are hereby amended as follows:

- 1. ADD Exhibit 1: Bid Bond Form.
- 2. ADD Exhibit 2: Performance Bond Form.
- 3. ADD Exhibit 3: Payment Bond Form.
- 4. ADD Exhibit 4: City of National City Insurance Requirements for Contracts.

THIS ADDENDUM NO. 1 MUST BE ACKNOWLEDGED BY SIGNING IN THE SPACE PROVIDED BELOW AND SUBMITTING WITH YOUR BID.

BY ORDER OF THE CITY ENGINEER OF THE CITY OF NATIONAL CITY.

May 12, 2021

Roberto Yano
Director of Public Works/City Engineer

RECEIPT ACKNOWLEDGE BY:

DATE: 20 MAY 2021

Signature

CLARK, RYAN T

Print name

SOUTH VEST TRAFFIC SIGNAL SERVICE, INC.

Company

EXHIBIT 1 (1 of 2)

TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE & REPAIR SERVICES BID SECURITY FORM FOR BOND KNOW ALL MEN BY THESE PRESENTS That we Principal, and as surety, are held and firmly bound unto CITY OF NATIONAL CITY hereinafter called the "Owner" in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID or the principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the Owner for certain construction specifically described as follows for which bids are to be opened on the _____ day of ________, 20 TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE REALR VICES NOW, THEREFORE, IF the afores of procipal all not withdraw said bid within the period specified therein after the opering of same or, if no period be specified, with sixty (60) days after said opening, and sha whin the period specified therefore, or, if no period be specified, within ten (10 day fter be prescribed forms are presented to him for signature, enter into a written contract with the oner in the prescribed form, in accordance with the bid as accepted, and file to two bond with the Owner, one to guarantee faithful performance and the other to guarantee pament and materials, as required by law, then this obligation shall be null and void; other at shall be and remain in full force and virtue. In the event suit is brought upon this bond by the Owner and judgment is recovered, the surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the Court. The Surety and Principal agree that any copy of this bond shall have the same force and effect as the original. IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____day of_______, 20 . _____(SEAL) ______(SEAL) _____ (SEAL) ______ (SEAL)

TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE & REPAIR SERVICES

		Notar	v Acknov	vledgment	
A notary public or overifies only the ide document to which truthfulness, accuracy	other entity of this co cy, or v	officer completing of the individual when	this certificate		
STATE OF CALIFORN COUNTY OF		<u> </u>			
On		20, before me,			, Notary Public, personally
appeared		ne(s) of Signer(s)	Name And Title Of Off	icer (e.g. "Jane Doe, Notary Public") _, who proved to me (on the basis of satisfactory
me that ne/sne/they (rson(s	s) whose name(s)	his/her/their	authorized canacity/	strument and acknowledged to (ies), and that by his/her/their the person(s) acted, executed
I certify under PENAL is true and correct.	TY OI	F PERJURY unde	er the laws of	the State of Viforni	a that the foregoing paragraph
			WITNE	my hand and	icial seal.
Place Notary Sea	al Above		OP10	of Note Public	
Though the info and c	rmation ould pi	below is not realired event fraudy, at remo	d by law, it way over and read c	prove valuable to persons Inment of this form to anot	s relying on the document ther document.
CAPACITY CLA					ATTACHED DOCUMENT
☐ Individual ☐ Corporate Officer					
	Title(s)			Title or T	ype of Document
☐ Partner(s)		Limit Genera		Num	ber of Pages
☐ Attorney-In-Fact☐ Trustee(s)		Contract		194111	Del of Pages
☐ Guardian/Conservator ☐ Other: Signer is representing: Name Of Person(s) Or Entity(ie:	s)			Date	of Document
			<u> </u>	Signer(s) Othe	er Than Named Above

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE So	outhwest Traffic Signal Sonico Inc	
PO Box 1297, El Cajon, CA 92022	darwest Frame Signal Service, Inc.	
as Principal, hereinafter called the Principal, and Washing	ton International Insurance Company	
1200 Main Street, Suite 800, Kansas City, MO 64105		
a corporation duly organized under the laws of the State of		
as Surety, hereinafter called the Surety, are held and firmly		
	43 National City Boulevard, National City, CA 91	950
as Obligee, hereinafter called the Obligee, in the sum of		
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly a	Dollars (\$ 10% he said Principal and the said Surety, bind of and severally, firmly by these presents.), ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for TRAFF	IC SIGNAL and STREETLIGHT MAINTENA	NCE & REPAIR
SERVICES		
NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and Contract Documents with good and sufficient surety for payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Principenalty hereof between the amount specified in said bid accontract with another party to perform the Work covered by to remain in full force and effect.	give such bond or bonds as may be specificated faithful performance of such Contract on thereof, or in the event of the failure of the ipal shall pay to the Obligee the difference and such larger amount for which the Obligee	ed in the bidding or and for the prompt the Principal to enter the not to exceed the e may in good faith
Signed and sealed this 18th day of	May	, 2021
(Witness)	Southwest Traffic Signal Service, Inc. (Principal) By:	(Seal) PRESIDENT LGM (Title)
	Washington International Insurance Comp	nany
Smg	(Surety)	(Seal)
Garah Myers (Witness)	$\exists_{\underline{\cdot}}$	
\bigvee	Attorney-in-Fact Lawrence F. McMahon	(Title)
AIA DOCUMENT A310 ● BID BOND ● AI	A • FEBRUARY 1970 ED. • THE AMERICAN	

INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. STATE OF CALIFORNIA County of San Diego MAY 1 8 2021 before me, Rachel A. Mullen , Notary Public. Insert Name of Notary exactly as it appears on the official seal personally appeared Lawrence F. McMahon Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(#/) whose name(#/) is/#/# subscribed to the RACHEL A. MULLEN person(\$), or the entity upon behalf of which the person(\$) COMM # 2350762 NOTARY PUBLIC-CALIFORNIA acted, executed the instrument. SAN DIEGO COUNTY Commission Expires MARCH 10,2025 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Rachel A. Mullan Signature of Notary Public Rachel A. Mullan Place Notary Seal Above --- OPTIONAL ----Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. Description of Attached Document Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual Individual ☐ Corporate Officer — Title(s):___ ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General Attorney in Fact RIGHT THUMBPRINT ☐ Attorney in Fact RIGHT THUMBPRINT ☐ Trustee OF SIGNER Trustee OF SIGNER Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here

Other

Signer is Representing:

Other:

Signer is Representing:

Surety Company

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH SOUTHWEST TRAFFIC SIGNAL SERVICE, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$1,400,000 TO PROVIDE ON-CALL AND AS-NEEDED TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE & REPAIR SERVICES

WHEREAS, the City of National City's ("City") Engineering and Public Works Department's Streets and Wastewater Division currently maintains eighty (80) traffic controlled intersections, including lights and poles, seven hundred and thirty-six (736) streetlights, and approximately one hundred and sixty (160) additional pieces of related equipment; and

WHEREAS, based on the need for specialized services, the City's Engineering and Public Works Department issued a Request for Proposal ("RFP") for on-call and as-needed Traffic Signal and Streetlight Maintenance and Repair Services; and

WHEREAS, on April 29, 2021, the City's Engineering & Public Works Department advertised a Request for Proposal ("RFP") for various engineering, architectural, and construction support services;

WHEREAS, the City's Engineering & Public Works Department advertised the RFP on PlanetBids, a free public electronic bidding system; and

WHEREAS, the City received two (2) proposals from various firms by the May 20, 2021 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on the strength of its proposal, scored evaluations, and negotiations, City staff recommends executing a two-year Agreement with the option for three, one-year extensions with Southwest Traffic Signal Service, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance & Repair Services.

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

Section 1: Authorizes the Mayor to execute a two-year Agreement with the option to extend for three, one-year extensions with Southwest Traffic Signal Service, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Traffic Signal and Streetlight Maintenance & Repair Services.

Resolution No. 2021 – Page Two

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

PASSED and ADOPTED this 15th day of June, 2021

	Alajandra Catala Calia Mayor
	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
ALL ROVED AG TO LORIM.	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a two-year Agreement with San Diego Mechanical & Energy, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Facilities Maintenance Support Services including, but not limited to, designs, installs and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services citywide. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute a two-year Agreement with San Diego Mechanical & Energy, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Facilities Maintenance Support Services including, but not limited to, designs, installs and service of commercial and industrial HVAC systems and equipment, pump stations and related equipment and services citywide.
PREPARED BY: Tirza Gonzales, Management Analyst II PHONE: 619-336-4318 EXPLANATION: See staff report.
FINIANICIAL CTATEMENT.
FINANCIAL STATEMENT: ACCOUNT NO. APPROVED: MIS Funding is dependent on existing and future appropriations as part of annual budget.
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to environmental review.
ORDINANCE: INTRODUCTION FINAL ADOPTION
STAFF RECOMMENDATION: Adopt Resolution executing an Agreement with San Diego Mechanical & Energy, Inc. for a not-to-exceed amount of \$1,400,000 to provide Facilities Maintenance Support Services.
BOARD / COMMISSION RECOMMENDATION:
ATTACHMENTS: 1. Explanation 2. Agreement 3. Resolution

Explanation:

The Facilities Division of the Engineering and Public Works Department currently maintains 27 facilities which include City Hall and MLK, the municipal pool, recreation centers, park restrooms, fire stations, a police station and warehouse, the ARTS Center, Nutrition Center, Senior Center, the library, several historic buildings, as well as two sewer pump stations and two stormwater pump stations. Based on the need for coordinated and scheduled preventative maintenance, the unpredictability of repairs and services, and the availability and demand for qualified and certified persons, the Engineering and Public Works Department issued a Request for Proposal (RFP) for oncall and as-needed Facilities Maintenance Support Services.

On April 15, 2021, the Engineering and Public Works Department issued an RFP for Facilities Maintenance Support Services including, but not limited to, designs, installs and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services, on PlanetBids, a free public electronic bidding system. The deadline to submit responsive proposals was May 13, 2021.

The City held a pre-submittal meeting and site visit to provide an opportunity for contractors to ask questions and see the equipment and systems under consideration of the RFP on April 22, 2021.

Three submitted proposals for Facilities Maintenance Support Services were received by the 5:00 p.m. submittal deadline. On May 25, 2021, a panel of Engineering and Public Works Department staff reviewed and scored the submittals based on the evaluation criteria detailed in the RFP.

Based on the strength of their proposal, scored evaluations, and negotiations, staff recommends executing a two-year Agreement (with the option for three, one-year extensions) with San Diego Mechanical & Energy, Inc., for a not-to-exceed amount of \$1,400,000 to provide on-call Facilities Maintenance Support Services per the scope of work and costs identified in Exhibit "A" to the Agreement. All services performed by contractor must meet prevailing wage requirements as mandated by the Department of Industrial Relations and will be provided to the City on an as-needed basis and as-directed by the Director of Public Works/City Engineer.

Facilities Maintenance Support Services will be provided with available funding based on existing and future appropriations as part of the annual budget. Currently, FY22 approved budget appropriations for this effort are \$240,000.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND

SAN DIEGO MECHANICAL & ENERGY, INC.

THIS AGREEMENT is entered into on this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and SAN DIEGO MECHANICAL & ENERGEY, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide facilities maintenance support services for CITY's Maintenance Program;

WHEREAS, on April 15, 2021, the Engineering & Public Works Department advertised a Request for Proposal ("RFP") for facilities maintenance support services for National City's Facilities Maintenace Program;

WHEREAS, on May 12, 2021, the CONSULTANT submitted a proposal in response to the RFP, consistent with the requirements of the RFP;

WHEREAS, the CITY has determined that the CONSULTANT is a heating, ventilation, and air conditioning ("HVAC") maintenance and repair company and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

- 1. ENGAGEMENT OF CONSULTANT. The CITY agrees to engage the CONSULTANT to provide facilities maintenance support services and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

 The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.
- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2021. The duration of this Agreement is for the period of July 1, 2021 through June 30, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.
- 3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, designs, installs and services all types of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services.

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

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

- 4. PROJECT COORDINATION AND SUPERVISION. Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mike Hubbard, Senior Account Manager, thereby is designated as the Project Director for the CONSULTANT.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$1,400,000.00. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. <u>ACCEPTABILITY OF WORK</u>. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

- 9. <u>CONTROL</u>. Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its

SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

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

12. STANDARD OF CARE.

- A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. <u>NON-DISCRIMINATION PROVISIONS</u>. The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

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

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

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

16.1 <u>PERS Eligibility Indemnification</u>. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

- CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.
- 16.2 <u>Limitation of CITY Liability</u>. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
- 16.3 <u>Indemnification for Employee Payments</u>. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.
- 17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.
- 18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

- C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.
- D. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

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

- H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.
- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance

requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

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

20. **TERMINATION.**

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.
- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.
- 21. <u>NOTICES</u>. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or

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

To CITY:

Roberto Yano

Director of Public Works / City Engineer Engineering & Public Works Department

City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONSULTANT:

Mike Hubbard Senior Account Manager San Diego Mechanical & Energy, Inc. 7568 Trade Street San Diego, CA 92121

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

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

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code.

Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

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

24. ADMINISTRATIVE PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Assignment & Assumption of Rights. CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.
- H. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- I. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.
- J. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

- K. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- M. Subcontractors or Subconsultants. The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- N. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY	SAN DIEGO MECHANICAL & ENERGY, INC. (Corporation – signatures of two corporate officers required) (Partnership or Sole proprietorship – one signature)
By:Alejandra Sotelo Solis, Mayor	By: Will Gillown (Name)
APPROVED AS TO FORM:	Neil Gibson (Print)
By: Charles E. Bell Jr. City Attorney	CEO/General Manager (Title) By: Brandon reed (Aun 9, 2021 12:16 PDT) (Name)
	Brandon Reed (Print) Operations Manager (Title)



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EXHIBIT A

General Facility Maintenance-HVAC





Bid Per:
REQUEST FOR PROPOSAL (RFP)
FACILITIES MAINTENANCE SUPPORT SERVICES FOR
NATIONAL CITY'S FACILITIES MAINTENANCE PROGRAM
April 15, 2021
&
ADDENDUM NO. 1
May 5, 2021

Attn: Roberto Yano, PE Director of Public Works / City Engineer



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Cover Letter

Contractor is proud to have the opportunity to partner with the **City** as their exclusive HVAC service contractor.

Contractor is a small business (*ID* #1789309) that is independently owned and is operated in the greater San Diego area, as well as many surrounding areas including Orange County and Los Angeles. We are devoted to providing complete satisfaction to our customers by clearly understanding their goals and needs, then executing and delivering the high-quality solutions that meet those needs. We place an emphasis on "getting it right the first time". Our passion is in delivering energy savings to help both reduce financial operating costs and contribute to a more sustainable environment. We work very actively with utility rebates and state incentive programs to help clients find hidden sources of funding as well as tax advantages.

The following are a couple of our distinguishing characteristics that put us head and shoulders above the rest of our competition.

- 24-hour HVAC service
- Proven quality craftsmanship
- Teamwork
- Integrity
- A Dedicated office and field staff for the City
- Competitive HVAC preventative maintenance contracts
- Complete HVAC expertise for all your service needs

As you will see in this packet, we will be provided detailed information on why our company is the best partner for the **City** for all its HVAC service and maintenance. Feel free to take a look at our website for more information. www.sdme-inc.com



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EXECUTIVE SUMMARY

Contractor designs, installs, and services all types of HVAC equipment including chillers, boilers, air handlers, fan wall technology, cooling towers, pumps, packaged units, variable frequency drives, and equipment utilizing TURBOCOR compressor technology. We combine extensive technical training with years of on-the-job experience to provide the finest design installation and preventative maintenance programs.

Proven Quality Craftsmanship from Trained Employees

The **City** expects quality service, and you want your work performed by the best. In fact, **Contractor** is wholly committed to the continuing education of our team members. We feel that by investing in our people, the **City** will benefit from these efforts.

Having attained many OEM factory certifications, we can take care of all your HVAC needs quickly and correctly. **Contractor** is factory-authorized by multiple OEM's to perform start-ups and warranty work. **Contractor** currently has five (5) factory-authorized and certified magnetic-bearing chiller technicians, more than any other service provider in San Diego. **Contractor** has also been factory-authorized by ABB, Yaskawa, Danfoss, and Emerson to perform start-ups and service work on their respective variable speed drives.

Our company-wide commitment to training and safety is a part of our culture that allows us to provide exceptional service and high-quality work for clients like the **City**. It also allows us the satisfaction of seeing our personnel going home to their loved ones at the end of every day.

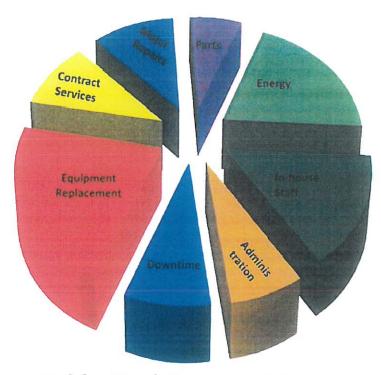
Contractor originated as a service company, and that fact is still evident today with the service department continuing to be one of our greatest assets. With an emphasis on customer satisfaction, the service department provides a full spectrum of commercial **HVAC** maintenance, Retrofits, Energy Savings, Piping projects including 24/7 emergency service. We offer preventative maintenance programs tailored to meet customers' specific needs. Contractor currently maintains a fleet of 16 vans operated by professional service crew in full uniform.

What we offer you:

- 16 certified EPA technicians
- Fully stocked service vehicles
- 24/7 live operator answering service.
- 24/7 on call service
- Guaranteed response time



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Potential for Big \$ Savings with Energy Analysis!

Contractor will work with your facility to create an energy profile using the US Department of Energy's online database, EnergyStar.gov Portfolio Manager. We will help you create a "5-Year Plan" to avoid any surprises operating surprises and account for increased growth. This includes reduced energy consumption, reduced downtime, increased sustainability, and freeing up in-house staff to perform their routine daily tasks. We are focused on delivering bottom line benefits to our clients in every facet possible.

"VALUE = BENEFITS - COST"





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CONTACT INFORMATION



SAN DIEGO MECHANICAL ENERGY 7568 Trade Street San Diego, CA 92121 858-566-8200 www.sdme-inc.com

Key Executives:

Neil Gibson, President

Brandon Reed, Ops Manager Lisa Fleet, Office Manager

Year Founded:

2014

Years of experience:

30 +

Number of employees:

23

Industry Certifications:

Chiller factory certified: TRANE, SMARDT, MULTISTAK,

DAIKIN, CARRIER, YORK & McQUAY

VFD factory certified: ABB, YASKAWA & DANFOSS

VRF factory certified: LG, MITSUBISHI, DAIKIN & SAMSUNG

Licenses:

C-20 License #997083

Contact:

Michael Hubbard-Senior Account Manager

mhubbard@sdme-inc.com

619-613-0798 (Cell)



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TEAM ORGANIZATION

Contractor is a leading provider of **HVAC** services. Throughout the industry, **Contractor** is recognized for our superior service in the following markets: Commercial – Industrial – Retail – Federal & State Agencies – Military Facilities – Hospitals. With our success in these areas, we have been able to grow our customer base to become recognized as a leader in the industry.

Contractor currently holds the following state licenses, C-20 affording us the ability to provide exceptional service to fulfill all our customer HVAC needs. Our reputation as a preferred HVAC mechanical & service provider has been developed through living out our core values of integrity and quality craftsmanship. It is our goal to manage projects and contracts in a way that ends with the owner receiving the best value possible.

The following will be our team responsible for handling everything for the City 7/24.

Neil Gibson-General Manager ngibson@sdme-inc.com 619-997-4459



Brandon Reed-Operations Manager breed@sdme-inc.com 760-310-0131





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TEAM ORGANIZATION (CONTINUED)

Lisa Fleet-Office Manager Inissen@sdme-inc.com 619-638-2505



Liz Fuller-Service Coordinator lfuller@sdme-inc.com 619-455-2250



Michael Hubbard-Senior Account Manager mhubbard@sdme-inc.com 619-613-0798





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DUSTIN REED



Dustin has 14 years' experience in HVAC.

He is classified as a Master Service Technician with certifications in: Carrier Centrifugal chillers, Trane Centrifugal Chillers and DAIKIN chillers.

Dustin attended the factory training in Canada for SMARDT TURBOCOR chillers and is factory authorized to perform start ups across the country.

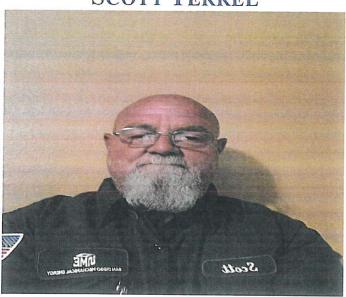
He is also a manufacturer certified installer of:

- > ABB, Yaskawa Variable frequency drives
- ▶ B&G pump & motor overhauls
- > Hot water & Steam boilers
- Evapco Cooling Towers



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Scott has over 27 years' experience in HVAC.

He is classified as a Master Service Technician with qualifications in: Carrier Centrifugal chillers, Trane Centrifugal Chillers, TURBOCOR Mag lift chillers, Various Screw chillers, He is also a manufacturer certified installer of:

- > ABB, Yaskawa Variable frequency drives
- ightharpoonup B&G pump & motor overhauls
- > Hot water & Steam boilers
- Cooling Towers
- > Trane Intellipak units



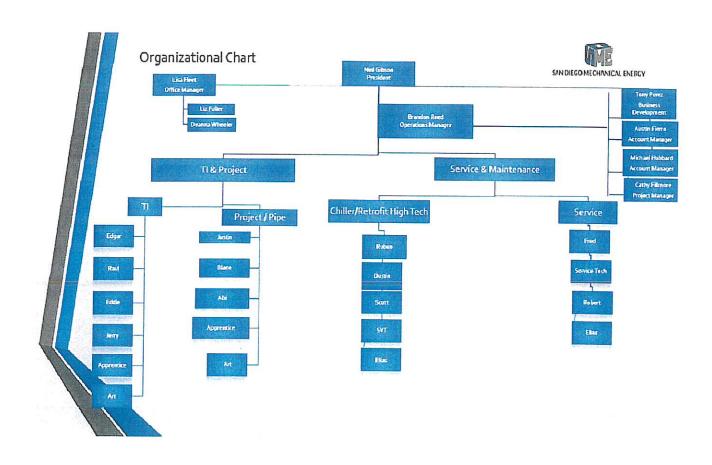
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FRED VILLACANO

Fred has over 25 years' experience in HVAC.

He is classified as a Master Service Technician with certifications in: TRANE, CARRIER, YORK & DAIKIN packaged units, split systems and heat pumps.

Fred brings his years of experience and knowledge to every job and ensures a great customer experience with clear communication and timely response.





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EXPERIENCE AND TECHNICAL COMPETENCE

HVAC Preventative Maintenance

- Commercial equipment
- Industrial equipment
- Computer room equipment
- Quarterly P.M. agreement
- Custom agreement
- Assigned account management and technician team to each contract site.

HVAC Services

Equipment service and repairs (all manufacturers and tonnage):

- Package / split gas and electric units
- Package / split heat pump units
- Cooling Towers open and closed loop
- Air- and water-cooled Chilled water units
- Circulating pumps
- Computer room equipment
- Boilers
- Exhaust / Supply Fans

Building commissioning services:

- Total HVAC system commissioning
- Air and water balancing to design specifications.
- Comprehensive due diligence reports
- Annual equipment assessments

Specialty services offered:

- Service, repair and maintain computer room environmental systems.
- TURBOCOR Compressor retrofits
- VFD installation, maintenance, and service
- Custom Projects
- Cooling Tower Refurbishment
- Energy Savings
- Certified welding

Pump Preventative Maintenance

- Submersible pumps
- Centrifugal pumps
- Standard Monitoring control panels
- Quarterly P.M. agreement
- Assigned account management and technician team to each contract site.



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Contractor has been a 24/7 service and preventative maintenance provider for the listed project and PM customers listed below. We are looking forward to providing you with our excellent service and care.

Below is a list of references for both **HVAC** preventative maintenance contracts and projects.

Partial Client List:

SD Natural History Museum San Diego State University County of San Diego Irvine Company Sanford – Burnham Institute San Diego Rescue Mission McCarthy-Cook Department of the Navy

UCSD
Marriott Hotels
Hyatt Hotels
Palomar College
The Andaz San Diego
Hilton- Anaheim
Qualcomm
Quidel







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Completed projects.

1) National City Public Library - Chiller Replacement Project

SCOPE: Chiller & pump replacement (temporary chiller during construction), controls

upgrade.

Value: \$ 130,000

Reference noted | Arturo Gonzalez.





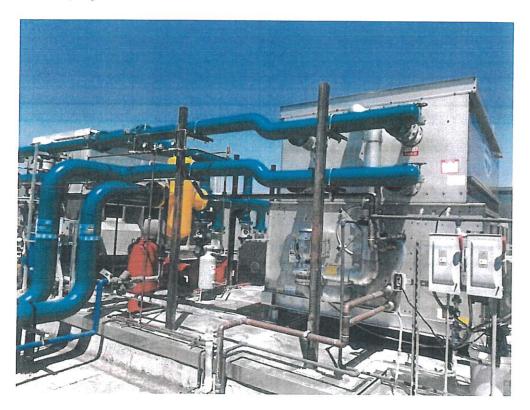
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2) City of San Diego - Cooling Tower Replacement

SCOPE: Replaced Cooling tower at the South Bay Wastewater Treatment Plant.

Value: \$ 110,000

Reference Noted | Jay Massello





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3) SPAWAR - Naval Base Point Loma (Old Town Campus) Building OT1

SCOPE: HVAC installation consisting of replacement of (8) split systems, (2) mini splits, (6)

exhaust fans, and a complete renovation of the air distribution system.

Value: \$ 220,000





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4) Pacific Beacon Chiller Replacement Project | 32nd Street Naval Station

SCOPE: Chiller replacement project including replacement of main building isolation valves and DDC upgrade.

Value \$ 120,000

Reference:

Mark Molina | Head of Engineering





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5) Cooling Tower Replacement Project | Irvine Company

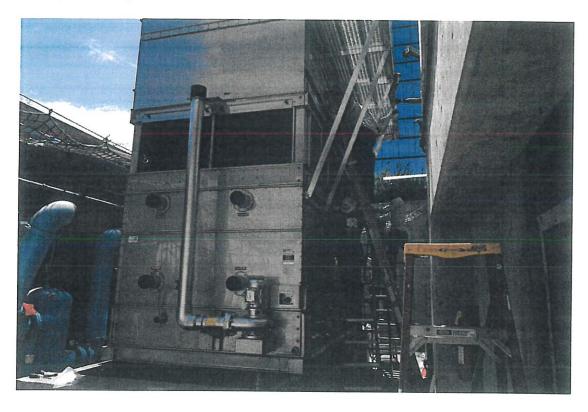
SCOPE: Cooling Tower & Pumps.

This project was completed directly next to the I-8 freeway with the main electrical overhead pillars coordinated with SDGE & air traffic control.

Value \$ 250,000

Reference:

Devin Knez | Chief Engineer





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Methods Proposed to Accomplish the Work MEETING THE NEEDS OF THE CITY

Upon a repair call, we will respond within 30 minutes by phone and arrive within 90 minutes with a staff on hand to respond to all emergency calls 7/24. We are capable of meeting this requirement due to having a dedicated staff for your site.

Upon arriving and departing our technician will report to the City Facilities Maintenance Supervisor. The technician will proceed to perform maintenance tasks per manufactures recommendations. The technician will document and provide pictures for all PM's and service calls upon request. We will discard of all disposables offsite.

Technicians and staff will keep a log of the PM's and service calls performed and submit to the City Facilities Maintenance Supervisor within 5 business days upon completion of work performed.

A general record log will be kept up to date on each PM & service call.

A proposal for work outside of the preventive maintenance scope will be provided to the City within 48 hours and no work will be performed without prior quote and authorization.

Billing invoices will be submitted to the City of Facilities Maintenance Supervisor within thirty (30) days of the work being completed or according to approved billing cycles.

Contractor will comply with the current 29 CFR 1910 OSHA General Industry Regulations.

We suggest having a kickoff meeting with **Contractor** personnel and the **City** immediately after award of contract to discuss expectations so that both parties to the contract are clear about expectations and terms.

Contractor will provide all tools and equipment needed to complete the scope of work.



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Accounting System

Contractor manages all incoming service calls, and all outgoing service call reports, quotes for repairs, and invoices to customers.

We have the ability to email service reports as soon as the completion of the project. Invoices are reviewed and sent out within a week of project completion.

Thank you very much for this opportunity.

Lisa Fleet- Office Manager

Deanna Wheeler-Accounting

Michael Hubbard-Senior Account Manager



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Prevailing Wages

Contractor to refer to section 7-2 LABOR of the Special Provisions on all jobs for the **City**. **Contractor** will be registered and listed with the Department of Industrial Relations.



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General Facility Maintenance-HVAC





Bid Per:
REQUEST FOR PROPOSAL (RFP)
FACILITIES MAINTENANCE SUPPORT SERVICES FOR
NATIONAL CITY'S FACILITIES MAINTENANCE PROGRAM
April 15, 2021
&
ADDENDUM NO. 1
May 5, 2021

Attn: Roberto Yano, PE Director of Public Works / City Engineer



The City of National City

Locations:

Civic Center-Full Service Police Station-Full Service Public Library-Full Service Fire Station #34-Full Service MLK Jr. Community Center Arts Center Kimball Park Recreation Center Fire Station #33 Fire Station #31 El Toyon Park Recreation Center Municipal Pool Camacho Recreation Center Casa De Salud Youth Center Public Works Offices / Breakroom Public Works Vehicle Maintenance Shop Public Works Material Storage Building 1430 Hoover Avenue Storage Building 14th Street Pump Station 18th Street Pump Station Mile of Cars Pump Station Bay Marina Pump Station

PROVIDED BY SAN DIEGO MECHANICAL ENERGY



Scheduled Preventive Maintenance Tasks: Quarterly

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draw.
- Condensate drains.
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning.
- Equipment cleaning

- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations

Filter Service: Quarterly

MERV 8 REQUIRED Unless Manufacture Specifies other

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias.
- Installation of filters
- Washing of filters as required and as applicable.

Water Treatment Service:

• Water Treatment for Civic Center, Police Department and Library to be done by others.



Maintenance Tasks | Scope of Work | Cooling Tower

Quarterly:

- o Lubricate motor bearings as needed.
- o Inspect fan wheel.
- o Inspect pulleys.
- o Inspect fan belt alignment and tension.
- o Inspect tower for corrosion and damage.
- o Inspect overflow line.
- o Inspect operation of bleed system.
- o Inspect operation of stage controller.
- o Inspect elec. Connections, tighten as necessary.
- o Inspect all electrical contacts.
- o Inspect unit for excessive vibration and noise.
- o Inspect fan motor(s) operation.
- o Inspect for water leaks.

Bi-Annually:

- o Clean and adjust float assembly.
- o Clean inlet strainer if applicable
- o Clean ventilation openings

- o Drain and clean sump.
- o Clean off scale buildup on eliminators.
- o Lubricate fan bearings.
- o Record fan motor amperage
- o Record fan motor voltage
- o Record pump motor amperage
- o Record pump motor voltage



Maintenance Tasks | Scope of Work | Boilers

Quarterly:

- o Inspect for gas leaks.
- o Inspect flue for proper venting.
- o Inspect for water leaks.
- o Inspect boiler room air vents.
- o Inspect flame condition adjust as required.
- o Inspect electrical connections, tighten as necessary.
- o Inspect operation of gas valve.
- o Inspect exterior of unit and panel fasteners.
- o Inspect operation of makeup water systems.
- o Inspect expansion tank air pressure/level.
- o Inspect for signs of overheating.
- o Inspect condensation lines.
- o Inspect operating of safety control limits.
- o Inspect operations of ignitions system.
- o Inspect operation of flow switch.
- o Record temperatures rise across heat exchanger.
- O Record control and safety set points

- o Clean vestibule and burners
- o Inspect for cracked, warped or dirty heat exchanger.
- o Inspect unit and pipe insulation.
- o Inspect gauges for accuracy.
- o Inspect firebrick for defects.
- o Inspect waterside for scale.



Maintenance Tasks | Scope of Work | Pumps

Quarterly:

- o Lubricate pump bearings.
- o Lubricate motor bearings.
- o Visually inspect coupling (as needed)
- o Inspect flow in sealing/flush line.
- o Inspect fan motor(s) operation.
- o Inspect electrical connections, tighten, as necessary.
- o Inspect all electrical contacts.
- o Inspect unit for excessive vibration and noise.
- o Inspect mounting points to ensure bolts are secure, tighten, as necessary.
- o Inspect for water leaks.

Annually:

- o Clean inlet strainer if applicable
- o Record motor amperage
- o Record motor voltage
- o Record suction pressure
- o Record discharge pressure

Maintenance Tasks | Scope of Work | Exhaust Fans & Supply Air Fans

Quarterly:

- o Inspect blower wheel.
- o Inspect fan belt alignment and tension.
- o Inspect fan motor(s) operation.
- o Inspect electrical connections, tighten, as necessary.
- o Inspect all electrical contacts.
- o Inspect unit for excessive vibration and noise.
- Inspect exterior of unit and panel fasteners.

- o Clean dampers
- o Record indoor fan amperage.
- o Record indoor fan voltage.
- Replace belt.



Maintenance Tasks | Scope of Work | Variable Frequency Drives

Quarterly:

- o Inspect and tighten all nuts, bolts, and retaining devices on mechanical assemblies and mounting brackets.
- o Verify all electrical connections are at proper torque settings.

Annually:

- o Clean/Change all cooling filters and grills if applicable.
- o Remove all dirt and dust that has penetrated the unit interior or accumulated on the processor boards using high-pressure nitrogen.
- o Verify and record all inverter settings.
- o Verify and all internal power supplies, and logic outputs. Record as applicable.
- o Check proper operation of DC buss capacitors.
- o Check all external controls related to the operation of the inverter.
- o Provide any recommendations for repair, parameter changes, etc. in written form.

Maintenance Tasks | Scope of Work | Central Fan Systems- Air Handlers

Quarterly:

- o Lubricate fan bearings per manufacturer's recommendation.
- o Lubricate motor bearings per manufacturer's recommendation.
- o Check belts and sheaves. Replace and adjust when authorized.
- o Check motor mounts and vibration pads.
- o Check motor operating conditions.
- o Inspect electrical connections and contactors.
- o Lubricate and adjust associated dampers and linkage.
- o Check fan operation.
- o Clean outside air intake screen.
- o Check and clean drains and drain pans (when performing an annual service only).
- o Check heating and cooling coils for proper operation.
- o Inspect fan assembly and report any abnormalities.

- o Record indoor fan amperage.
- Record indoor fan voltage.
- o Replace belt(s).



Maintenance Tasks | Scope of Work | Chiller

Operational Inspection:

- o Review owner's log for trends.
- o Inspect chiller for leaks.
- o Run chiller and log readings, analyze performance.
- o Check system for unusual noises and vibrations.
- o Record refrigerant level in sight glass.
- o Check Safety controls.
- o Log and report findings.

Annual Inspection:

- o Inspect / check compressor.
- o Check main power supply voltages.
- o Check/tighten electrical terminals.
- o Check electrical wiring/terminals for hot spots/discoloration.
- o Check amps as per design.
- o Check DC bus voltage.
- o Check operation of all system safety devices and interlocks.
- o Check all communications cables are secure and tight.
- o Check/inspect electronic modules.
- o Check calibration of pressure/temperature sensors.
- o Check IFV assembly operation.
- o Check motor cooling system.
- o Inspect condenser tubes and annually brush tubes.
- o Perform check, log, review fault analysis, analyze performance.

TIME AND MATERIAL SITE:

Kimball Senior Center



Maintenance Tasks | Scope of Work | Gas & Heat Pump Package Units

- o Inspect fan assembly and report any abnormalities.
- o Lubricate fan bearings per manufacturer's recommendation.
- o Lubricate motor bearings per manufacturer's recommendation.
- o Check belts and sheaves.
- o Check motor mounts and vibration pads.
- o Check motor operating conditions.
- o Inspect electrical connections, contactors, and relays.
- o Check all safety switches.
- o Inspect electrical connections and contactors.
- o Lubricate and adjust associated dampers and linkage.
- o Check fan operation.
- o Check economizers and fresh air intakes.
- o Check systems operation in both heating and cooling.
- o Check and clean drains and drain pans (when performing an annual service only).
- o Check heating and cooling coils for proper operation.

- o Record indoor fan amperage.
- o Record indoor fan voltage.
- o Replace belt(s).
- o Clean Condenser coils.
- o Clean burners and burner cabinet.



FULL COVERAGE MAINTENANCE SITES:

- City Hall
- Police Department
- Public Library
- Fire Station 34

Summary:

Full Maintenance coverage is available for all primary equipment. This coverage will include parts and labor for all preventive maintenance services. Emergency repair parts and labor (during normal hours), travel time, and truck charges are also covered.

Contractor agrees to:

- 1. Furnish all labor, parts, refrigerant, oil, filters, belts, and materials needed to maintain the listed equipment in good operating condition and to perform all services listed under the Preventive Maintenance coverage. Labor is covered under this agreement during normal working hours. An overtime differential will be charged for all labor worked outside of normal hours.
- 2. Maintain the following items related to the equipment:
 - a) Electric wiring from the starter to its respective motor and starters.
 - b) The pressure and temperature controls, thermometers, gauges, control devices, thermostats and manual valves located within the equipment.
 - c) Refrigerant leak repairs. Includes refrigerant tracking.
 - d) All coils within the unit.
 - e) All compressors.
 - f) All motors.
 - g) All electrical controls.
 - h) All actuators within the unit.
 - i) Annual coil washing and condensate drain cleaning.
 - j) All moving parts such as bearings, shafts, pulleys, economizers, and fan blades.
 - k) All refrigeration components such as filter driers, expansion valves, check valves, capillary tubes and solenoid valves.

City agrees to:

- 1. Operate equipment according to **Contractor** instruction, and to notify **Contractor** promptly of any change in the usual operating conditions.
- 2. Employ only **Contractor** personnel or persons authorized by **Contractor** to perform all work on the equipment, except for operation of same.



Exclusions:

It is understood that, except to the extent otherwise provided in the service agreement outline, the services and maintenance provided for herein includes only those items listed above. It does not, for example, include any of the following:

- 1. Normal functions of stopping/starting the listed equipment.
- 2. The maintenance of space conditions or system performance unless improper conditions are directly due to the failure of the listed mechanical equipment.
- 3. Piping and valves located outside the units.
- 4. Cabinets & Casing.
- 5. Structural supports.
- 6. Water & Drain piping.
- 7. Boiler refractory and tubes.
- 8. Disconnects, Circuit breakers and electrical wiring to units.
- 9. Duct work.
- 10. Cooling Tower Fill.
- 11. Damage due to freezing weather.
- 12. Air balancing.
- 13. Improper Water Treatment damage.
- 14. Corrosion or erosion damage, due to salt air, age or outdoor conditions. (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, unit casing and coils)
- 15. Circuit breakers.
- 16. Complete replacement of unit.
- 17. Any items of equipment recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
- 18. Repair of component failure caused by electrical power imbalances, lightning, or other acts of God.
- 19. Pre-existing conditions. During the first 30 days, **Contractor** shall perform an inspection to identify existing equipment failures and provide the **City** with a repair proposal to allow **Contractor** to assume all equipment in good working order. Should the **City** not authorize the repairs, **Contractor** may remove the unacceptable equipment, component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly.



Hazardous Materials

City hereby agrees to indemnify, defend, and hold harmless **Contractor** and its employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with hazardous materials not introduced or outlined by the indemnified parties.

Claims

Both parties agree that any suits arising from the performance or non-performance of this agreement, whether based upon contract negligence and strict liability or otherwise, shall be brought within (1) one year from the date the claim arose.

The City shall be held responsible for the following:

- Providing a safe working environment
- Permit access to the customer's site and use of building services as necessary.
- Keep areas adjacent to equipment free of extraneous materials, move any stock, fixtures, walls etc. that may be necessary to perform specified services.
- Provide adequate water treatment.
- Allow Contractor to stop/start equipment as needed.



Total Annual Investment Cost

Preventative Maintenance Annually	\$183,351.00
2 Year (2021-2023)	\$366,702.00
OPTION: Pump stations (14 th , 18 th , Mile of Cars & Marina) Preventive Maintenance Annually	\$3,117.00
2 Year (2021-2023)	\$6,234.00

Terms and Conditions

Quarterly Billing Payment shall be made net 30.



Agreement Execution

If you should have any questions regarding this proposal, please feel free to contact me.

Contractor will proceed with the proposed contract as outlined after receiving the authorized **City** signatures.

Sincerely,

Neil Gibson General Manager **San Diego Mechanical Energy** ngibson@sdme-inc.com Signature:

Print Name: NETL GIBSON

Title

Date:



May 5, 2021

ADDENDUM NO. 1

RFP - Facilities Maintenance Support Services 2021

The plans and specifications prepared by the Engineering and Public Works Department for the City of National city entitled, "RFP – Facilities Maintenance Support Services for National City's Facilities Maintenance Program", are hereby amended as follows:

1. The submission deadline is changed from May 6, 2021 to MAY 13, 2021 at 5:00PM PST.

2. Section VI. Proposal Requirements, A. General, ADD:

A. 3. Full coverage maintenance should include City Hall, Police Department, Library, and Fire Station No. 34. The full coverage maintenance program should include quarterly and annual service (but is not limited to), condensing split units, fan coil units, air handlers, package heat pumps, package gas heat pumps, exhaust fans and boilers, compressors, variable frequency drives (VFD), pumps, and motors.

3. Section VI. Proposal Requirements, A. General, ADD:

B. 4. At this time there, there is no anticipated removal date of the Kimball Park Recreation Center, so inclusion of Preventative Maintenance pricing is required.

4. Section VI. Proposal Requirements, A. General, ADD:

C. 5. At this time, December 2021 is the estimated demolish date for the Kimball Senior Center, so a Time & Materials price is sufficient.

5. Section VI. Proposal Requirements, B. Contents, 2. Executive Summary, DELETE:

include a 1-2 page overview of the entire proposal describing its most important elements.

And REPLACE with:

Facilities Maintenance Support Services, RFP 2021, Addendum No. 1

Include a 1-2 page overview of the entire proposal describing its most important elements, including full service maintenance.

THIS ADDENDUM NO. 1 MUST BE ACKNOWLEDGED BY SIGNING IN THE SPACE PROVIDED BELOW AND SUBMITTING WITH YOUR BID.

BY ORDER OF THE CITY ENGINEER OF THE May 5, 2021	HE CITY OF NATIONAL CITY.			
Date	Roberto Yano Director of Public Works/City Engineer			
RECEIPT ACKNOWLEDGE BY: Neil Gibson	DATE:May 12, 2021			
Signature Neil Gibson	_			
Print name				
San Diego Mechanical Energy				
Company				

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH SAN DIEGO MECHANICAL & ENERGY, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$1,400,000 TO PROVIDE ON-CALL AND AS-NEEDED FACILITIES MAINTENANCE SUPPORT SERVICES

WHEREAS, the City of National City's ("City") Engineering and Public Works Department's Facilities Division currently maintains twenty-seven (27) City facilities; and

WHEREAS, based on the need for coordinated and scheduled preventative maintenance, the unpredictability of repairs and services, and the availability and demand for qualified and certified persons, the City's Engineering and Public Works Department issued a Request for Proposal ("RFP") for on-call and as-needed Facilities Maintenance Support Services; and

WHEREAS, on April 15, 2021, the City's Engineering & Public Works Department advertised an RFP for Facilities Maintenance Support Services including, but not limited to, designs, installs, and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services; and

WHEREAS, on April 22, 2021, the City held a pre-submittal meeting and site visit to provide an opportunity for contractors to ask questions and see the equipment and systems under consideration of the RFP; and

WHEREAS, the City advertised the RFP on PlanetBids, a free public electronic bidding system; and

WHEREAS, the City received three (3) proposals from various firms by the May 13, 2021 deadline; and

WHEREAS, based on the strength of their proposal, scored evaluations, and negotiations, City staff recommends executing a two-year Agreement with the option for three, one-year extensions with San Diego Mechanical & Energy, Inc., for a not-to-exceed amount of \$1,400,000 to provide on-call Facilities Maintenance Support Services.

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

Section 1: Authorizes the Mayor to execute a two-year Agreement with San Diego Mechanical & Energy, Inc. for a not-to-exceed amount of \$1,400,000 to provide on-call and as-needed Facilities Maintenance Support Services including, but not limited to, designs, installs, and service of commercial and industrial HVAC systems and equipment, pump stations, and related equipment and services citywide.

Resolution No. 2021 – Page Two

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

PASSED and ADOPTED this 15th day of June, 2021

	Alaiandra Catala Calia Mayor
	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the issuance of a special driveway permit at 614 "B" Avenue. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021

4. Resolution

AGENDA ITEM NO.

ITEM TITLE:			
Resolution of the City Council of the City of National City permit for the residential property located at 614 B Aven	/ authorizing the issu ue.	ance of a special d	riveway
PREPARED BY: Charles Nissley, Sr. Civil Engineering Tech	nicianDEPARTMENT: APPROVED BY:	Engineering/Public	Works
PHONE: 619-336-4396		1991	
EXPLANATION:		V	
See attached.			
FINANCIAL STATEMENT:	APPROVED:		Finance
ACCOUNT NO.	APPROVED:		MIS
N/A			
ENVIRONMENTAL REVIEW:			
This is not a project and, therefore, not subject to environment	ntal review.		
ORDINANCE: INTRODUCTION: FINAL ADOPTIO	ON:		
STAFF RECOMMENDATION:	, name it for the regidenti	al proporty at 614 P	
Adopt Resolution authorizing the issuance of a special driveway	permit for the resident	ar property at 614 B.	
BOARD / COMMISSION RECOMMENDATION:			
N/A			
ATTACHMENTS:			
 Explanation Special Driveway Permit 			
Special briveway Fermit Special briveway Fermit Special briveway Fermit			

EXPLANATION

William McColl and Sandra McColl, the owners of the property located at 614 B Avenue, are requesting a special driveway permit to install a driveway curb cut that encroaches over the side property line extended.

Currently the property has no driveway along the 50 foot street frontage. It has been determined by the Planning Department that there is sufficient room for parking along the southerly side yard property line, however the location of the existing dwelling unit is 16 feet from the property line. Since the minimum driveway is 12 feet across with a three foot wing on either side, the proposed minimum width of the driveway from top of wing to top of wing is 18 feet.

The owners are proposing a driveway cut with one wing beginning at a point three feet across the extended property line on the south and extending to the top of the northerly driveway wing 16 feet from the southerly side yard line in line with the southerly face of the dwelling unit. This will prevent vehicles entering the property from running into the dwelling unit. Since the driveway does not provide a minimum of 11 feet of clearance to the property line as required by National City Municipal Code Section 13.04.220.E, City Council resolution is required to authorize staff to process a special driveway permit.

Given the site constraints, there are no other feasible locations to construct a new driveway. The property owners submitted an application for a special driveway permit and paid the required application fee. See attached special driveway application with supporting documents.

Based on review of existing conditions, proposed improvements, City design standards for public works construction, and applicable sections of the municipal code, staff recommends the issuance of a special driveway permit.



Development Services Department

1243 National City Blvd National City, CA 91950

National City 61 1243 National City 81vd. 619-336-4330 / 84947

04/12/2021 15:25:12.000

Reg CHWK-FIN-22 \$ 368.00

(619) 336-4380

ENGR 5198

INVOICE (2021-5198)

Date: 4/12/2021

Property Owner:

William G & Sandra M McColl

San Diego , CA 92103-1608

Contractor:

Sandra McColl

San Diego , CA 92103-1608

Phone:

Email:

Phone: 619-573-7263

Email: nca1SMCCOLL@HOTMAIL.COM

DATE	FEE DESCRIPTION	FEE AMOUNT	AMOUNT PAID	AMOUNT DUE	ACCOUNT NUMBER
Establishment and a cincumstation of	Special Driveway Permit	\$368.00	\$0.00	\$368,00	001-06029-3130
	Sub Total	\$368.00	\$0.00	\$368.00	001-06029-3130
	or .	\$368.00	\$0.00	\$368.00	2

Processed by:

	Vational City 61 1243 National City Blvd. 519-336-4330 / 84847 04/12/2021 15:25:12.000 Reg CHWK-FIN-22 Validation Receipt
	368.00 \$\text{Sub-take}\$
AYMENT- Shack - 1480	ES- 6029-3130 2021-5198 \$
\$ *******	

Special Driveway
CDP Permit # 2021-5198

FEE _	\$368.00	
Eng. #		

City of National City **Engineering Department**

1243 National City Boulevard National City, Ca, 91950

INCORPORATED

APPLICATION FOR SPECIAL DRIVEWAY PERMIT
Application Date: 04/14/2021
Application Date: 614 B Ave Notional Cuts CA 9/950 Site Address: Mccoll Fambi Trut Sande & William Mcc Owner's Name: Phone: 619 573-72
Owner's Name: Mccoll Family but Phone: (6/9) 573-72
Owner's Mailing Address: 4060 Alameda Drive San Mig
CH 9/950
Site Classification (Check One)
Residential Commercial Industrial Institutional
1. The City of National City has set forth driveway standards in the National City Municipal Code and has adopted the San Diego Regional Standard Drawings (SDRSD) for construction of driveways. Explain below how your driveway will differ from the City adopted standards? THE DRIVEWAY Afron 15 Required to BE THREE FEET FROM THE SIDE YARD PROPERTY LINE. THE PROPOSED APRON WILL NOT BE THREE FEE BUT SHALL BE ADDACENT TO THE PROPERTY LINE

2. Special Driveway Permits are issued for the use and maintenance of a driveway that is designed to meet special needs or conditions that exist on site or in the right-of-way adjacent to the site. Explain these conditions.

MY FROMINGE AND LOCATION OF MY LOUSE WILL ONLY ALLOW FOR THE DRIVEWAY TO BE LOCATED ON THE PROPERTY LINE

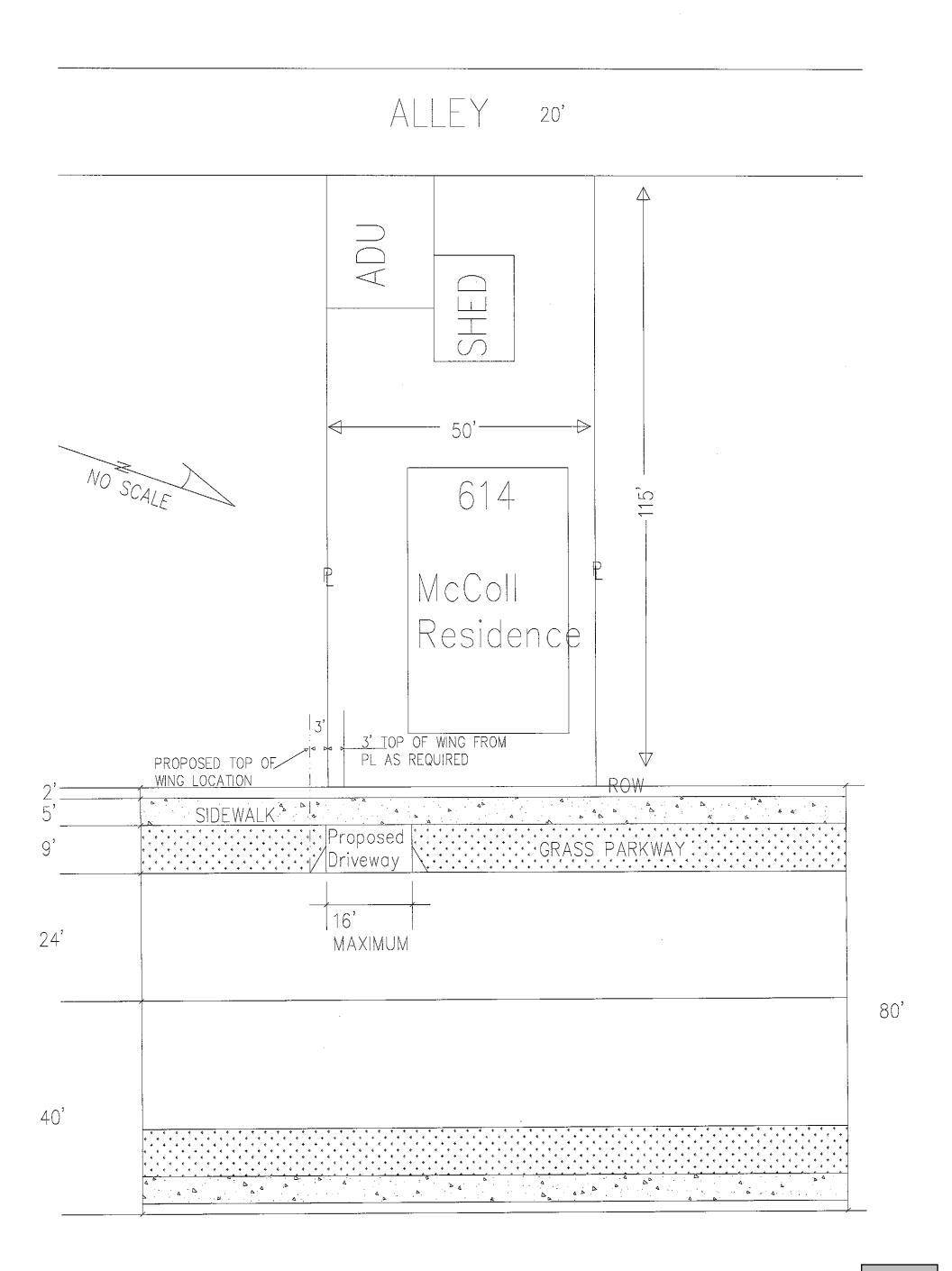
- 3. Attach copies of diagrams, drawings, photographs and other documents that show or further explain the existing conditions and proposed changes.
- 4. Provide the name, address and telephone number of the person(s) to have effective control over the design and installation of the special driveway.



- 5. The following conditions shall apply:
 - A. The application fee is nonrefundable. Payment of the application fee does no guarantee approval of the Special Driveway Permit.
 - B. The Special Driveway Permit is a discretionary permit. The Special Driveway Permit does not authorize construction of a special driveway until the plans for the driveway have been approved by the City Engineer and a valid construction permit has been obtained.
 - C. The City reserves the right to require the removal of the special driveway at any time.
 - D. The City reserves the right to require the installation of signage, lights, mirrors, pavement markings, reflectors, bollards, barricades or other devises at anytime.
 - E. The property owner is responsible for the design, installation and maintenance of the special driveway.

the conditions of this Special Driveway Permit listed above Signature of Owner	perty referenced above, accept O 4/12/21 Date			
FOR CITY USE				
Planning Department By: 4-15-21				
Approved with Conditions	Denied			
Explanation				
Building Department By: Date:	_			
Approved Approved with Conditions	Denied			
Explanation				
Engineering Department By: Date:				
Approved	Denied			
Explanation				

ENG-100



RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF A SPECIAL DRIVEWAY PERMIT FOR THE RESIDENTIAL PROPERTY LOCATED AT 614 B AVENUE

WHEREAS, William McColl and Sandra McColl, the owners of the property located at 614 B Avenue, are requesting a special driveway permit to install a driveway curb cut that encroaches over the side property line extended; and

WHEREAS, the property has no driveway along the fifty (50) foot street frontage; and

WHEREAS, the owners are proposing a driveway cut with one wing beginning at a point three (3) feet across the extended property line on the south and extending to the top of the northerly driveway wing sixteen (16) feet from the southerly side yard line in line with the southerly face of the dwelling unit, which will prevent vehicles from running into the dwelling unit; and

WHEREAS, the driveway does not provide a minimum of eleven (11) feet of clearance to the property line as required by National City Municipal Code Section 13.04.220.E:

WHEREAS, National City Municipal Code Section 13.04.220 allows City Council to authorize, by resolution, a special driveway permit to construct and maintain driveways in excess of the thresholds;

WHEREAS, the City of National City ("City") Planning Department determined that there is sufficient room for parking along the southerly side yard property line, however the location of the existing dwelling unit is sixteen (16) feet from the property line; and

WHEREAS, based on the review of existing conditions, proposed improvements, City design standards for public works construction, and applicable sections of the municipal code, City staff recommends issuing a special driveway permit.

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

Section 1: Authorizes the issuance of a special driveway permit for the residential property located at 614 B Avenue.

Resolution No. 2021 – Page Two

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	, ,
ATTEST.	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing various fiscal year 2021 3rd Quarter budget adjustments. (Finance)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

ITEM TITLE: Resolution of the City Council of the City of National of budget adjustments.	City authorizing various fiscal year 20	021 3 rd Quarter
PREPARED BY: Paul Valadez, Budget Manager PHONE: 619-336-4332 EXPLANATION: See attached staff report.	DEPARTMENT: Finance APPROVED BY:	
FINANCIAL STATEMENT: ACCOUNT NO. See attached staff report.	APPROVED:	
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to enviorable of the control of the con		
STAFF RECOMMENDATION: Accept the staff report and adopt the resolution authoradjustments. BOARD / COMMISSION RECOMMENDATION:	orizing fiscal year 3rd Quarter budget	<u> </u>
ATTACHMENTS: 1. Staff report 2. Resolution		

3. Exhibit "A" – Recommended 3rd Budget Adjustments, Fiscal Year 2021



City Council Staff Report

June 15, 2021

ITEM

Staff Report: Fiscal Year 2021 3rd Quarter Budget Review

BACKGROUND

This report provides a look at the status of the City's General Fund Budget through March 31, 2021. A mid-year status report was provided on March 16, 2021. In addition, the report recommends various budget adjustments.

DISCUSSION

Summary

The adopted fiscal year 2021 General Fund budget authorized a use of \$6.7 million of unassigned fund balance in order to continue to provide necessary services to the residents of the City of National City. Based on an analysis of year-to-date actual revenues and expenditures and projected financial activity through year-end, the anticipated use of unassigned fund balance is projected to be \$1.9 million, which is \$4.8 million less than authorized. The following sections of this report will discuss the significant factors leading to the variance.

Revenues

For fiscal year 2021, General Fund revenues are expected to be greater overall than amounts budgeted by \$4.5 million. The projected variances by revenue category are shown in Table A below.

Table A General Fund Revenues Fiscal Year 2021

Revenue Category		Adopted <u>Budget</u>	Adjusted <u>Budget</u>	Projected <u>Actuals</u>	<u>Variance</u>
Sales & Use Tax		\$17,281,000	\$17,281,000	\$20,003,000	\$2,722,000
District Transactions & Use Tax		11,293,000	11,293,000	12,093,000	800,000
Property Tax		2,436,700	2,436,700	2,296,952	(139,748)
Property Tax in Lieu of VLF		7,400,000	7,400,000	7,589,222	189,222
Other Revenues		13,662,228	17,103,981	18,069,546	965,565
Transfers In		5,500	5,500	5,500	=
	Total	\$52,078,428	\$55,520,181	\$60,057,220	\$4,537,039

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as adjustments to match appropriations carried over for revenue offset capital projects.

The General Fund's primary sources of revenue are the sales & use tax, the district transactions & use tax, property tax in lieu of vehicle license fees, and property taxes. Projections are based on a combination of year-to-date and historical data, input from the City's sales tax consultant, and information obtained from the State of California and County of San Diego:

- Sales & Use Tax and District Transactions & Use Tax: The adopted budget for these two major funding sources anticipated a continuing negative impact from the COVID-19 pandemic. Retail sales have turned out to be stronger than anticipated, however, resulting in Sales & Use Tax revenues trending above actual amounts for the same period as last fiscal year. Based on projections provided in May by the City's sales tax consultant, these revenues are expected to exceed the Fiscal Year 2020-21 budget by about \$2.7 million. The District Transactions & Use Tax is currently expected to finish the year at \$0.8 million above the budgeted level. Staff is working on a continuing basis with the City's sales tax consultant to ensure that we are working with the latest information for each of these funding sources as we continue to operate within the uncertainties created by the pandemic.
- Property Tax revenue is expected to be below budget by approximately \$140,000.
 Assessed values that apply to the General Fund did not increase as much as was assumed in the adopted budget.
- Property Tax in Lieu of Vehicle License Fees (VLF) is based on a formula that applies the City-wide increase in assessed property values to the prior year's allocation. The increase in assessed values was not known at the time the budget was prepared, but the actual amount will be \$189,000 greater than budgeted.

Revenues in the "Other Revenues" category are expected to end the year above budget by \$0.97 million, which is attributable to a combination of projected positive and negative variances in the various individual accounts. Contributing significantly to the positive variance are the

unbudgeted CARES Act funds of \$767,000 received from the State, and \$140,000 greater than anticipated in pass-through and residual balance payments from the Successor Agency.

Expenditures

Expenditure totals at year-end are currently projected to be below budget by \$0.3 million. The variances by expenditure category are shown in Table B below.

Table B
General Fund Expenditures Fiscal Year 2021

Expenditure Category	Adopted <u>Budget</u>	Adjusted <u>Budget</u>	Projected Actuals	Variance
Personnel	\$41,057,517	\$40,990,307	\$41,603,352	\$(613,045)
Maintenance & Operations	6,837,486	7,750,684	7,363,150	387,534
Capital Outlay	175,430	175,430	175,430	-
Capital Improvement Program	800,000	6,516,444	6,516,444	-
Internal Service Charges and Reserves	7,824,869	7,824,869	7,824,869	-
Transfers Out	2,100,617	2,360,369	1,860,369	500,000
Total _	\$58,795,919	\$65,618,103	\$65,343,614	\$274,489

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as appropriations carried over from the prior year for contracts and capital projects.

Personnel costs make up about 70% of the General Fund's adopted budget. At fiscal-year-end they are projected to be over budget by an overall \$0.6 million. While vacant authorized positions are contributing to anticipated savings of \$2.2 million, costs for overtime requirements, primarily in the Police and Fire departments, are expected to exceed budgeted amounts by \$2.8 million. The anticipated reimbursement for Strike Team deployment will offset approximately \$0.9 million of these overtime costs. A budget adjustment is requested (see Recommendations below) to increase the budget for overtime based on this anticipated, but unbudgeted, revenue.

Maintenance & Operations expenditures are projected to be 5% below budget for a savings of \$0.4 million, due to a combination of anticipated savings in various accounts partially offset by unanticipated expenses in others.

All appropriations for Capital Outlay and Capital Improvements are being projected as being entirely spent, because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year's appropriations will be unspent at year-end and will be carried over to next fiscal year. For Internal Service Charges, all amounts budgeted are projected to be spent, although at year-end actual expenditures of the service provider funds will be reviewed for savings and charges will be adjusted accordingly. With respect to Transfers Out, an overall savings of \$500,000 is expected,

primarily as a result of less than budgeted staffing costs in the Library Fund and taking into consideration the allocation of an additional \$20,000 to the Post-Employment Benefits Fund as shown in the recommendation section of this report.

Net Impact on Unassigned Fund Balance

Table C below combines the revenue and expenditure projections discussed above. As noted in the summary at the beginning of this report, the adopted budget anticipated the use of \$6.7 million of unassigned fund balance. The positive revenue variance of \$4.5 million together with the projected expenditure savings of \$0.3 million results in a \$4.8 million reduction from the budgeted use of unassigned fund balance. As shown in the "Projected Actual" column, the anticipated use of unassigned fund balance is now \$1.9 million, which is approximately \$0.3 million higher than presented in the mid-year budget status report.

Table C General Fund Impact on Fund Balance Fiscal Year 2021

	FY 20-21 <u>Adopted</u>	FY 20-21 <u>Adjusted</u>	FY20-21 <u>Projected</u>	<u>Variance</u>
Total Revenues	\$52,078,428	\$55,520,181	\$60,057,220	\$4,537,039
Total Expenditures	\$58,795,919	\$65,618,103	\$65,343,614	\$274,489
Use of Fund Balance	(\$ 6,717,491)	(\$ 10,097,922)	(\$5,286,394)	\$4,811,528
Components of Use of Fund Balance				
Assigned		\$3,374,006	\$3,374,006	-
Unassigned	\$6,717,491	\$6,723,916	\$1,912,388	(\$4,811,528)
Total	\$6,717,491	\$10,097,922	\$5,286,394	(\$4,811,528)

Note: The use of Assigned Fund Balance is the sum of non-revenue offset appropriations that were carried over from unspent amounts from the prior fiscal year. Appropriations are carried over for contracts for work that was in progress in the prior year as well as for unspent appropriations for capital projects. The use of Unassigned Fund Balance is the focus of this report.

BUDGET ADJUSTMENTS

During the 3rd quarter budget review process, the Finance Department, in conjunction with City department staff, identified budget adjustments necessary due to expenses unanticipated during the annual budgeting process. The attached schedule ("Exhibit 'A'") details the recommended adjustments. The recommendation section below provides a summary of those adjustments by account group and fund.

RECOMMENDATIONS

1. Authorize the City Manager to approve budget adjustments up to the following amounts:

General Fund

Expenditures

□ \$887,000 Personnel Services

□ \$3,000 Maintenance & Operations

Revenues

□ \$900,000 Other Revenues

• Section 8 Fund

Expenditures

□ \$20,500 Maintenance & Operations

• Post-Employment Benefits Fund

Expenditures

□ \$20,000 Personnel Services

Revenues

□ \$20,000 Transfers In

FISCAL IMPACT

The recommended General Fund budget adjustments have been reflected in the projections of total revenues and expenditures to fiscal year end. If approved, they will result in additional General Fund appropriations of \$900,000 with offsetting revenue. The adjustments for the other funds combined total \$40,500 funded by a \$20,000 transfer from the General Fund and \$20,500 from the available fund balance in the Section 8 Fund.

ATTACHMENTS

Resolution

Exhibit "A" – Recommended 3rd Quarter Budget Adjustments, Fiscal Year 2021

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING VARIOUS FISCAL YEAR 2021 3RD QUARTER BUDGET ADJUSTMENTS

WHEREAS, on June 16, 2020, the City Council of the City of National City adopted Resolution No. 2020-121, adopting the budget for Fiscal Year 2021; and

WHEREAS, as part of the 3rd quarter review process, the Finance Department reviewed the first nine months for actual revenues and expenditures, and projected the last three months of the Fiscal Year; and

WHEREAS, the 3rd Quarter Budget Review was presented to the City Council and members of the public on June 15, 2021; and

WHEREAS, the City Manager has request approval of the Recommended 3rd Quarter Budget Adjustments ("Exhibit 'A").

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

Section 1: Approves the Fiscal Year 2021 Recommended 3rd Quarter Budget Adjustments ("Exhibit 'A") and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2021 Budget.

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor		
ATTEST:			
Luz Molina, City Clerk			
APPROVED AS TO FORM:			
Charles E. Bell Jr., City Attorney			
Charles L. Dell Jr., City Attorney			

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary Fiscal Year 2021

Department	Appropriation Account	Appropriation Amount	Revenue Amount	Net Use of Fund Balance
General Fund (001)				
Fire Department	Personnel Services	897,000	897,000	-
Overtime associated with STRIK	E Team deployments, offset by reimbursement fro	om CalOES		
Fire Department	Maintenance & Operations	3,000	3,000	-
Travel reimbursement associated Section 8 Fund (502)	d with STRIKE Team, offset by reimbursement fron	m CalOES		
Housing	Maintenance & Operations	20,500		20,500
•Computer equipment, materials, a				
•Computer equipment, materials, a Post-Employment Benefits Fund Non-Departmental		20,000	20,000	

The following page(s) contain the backup material for Agenda Item: <u>Temporary Use Permit</u>

— Request from Good Ranchers, LLC to conduct the Good Ranchers Food Sale at Westfield

Plaza Bonita from July 15, 2021 thru August 9, 2021 with no waiver of fees. (Community

Development)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. June 15, 2021 ITEM TITLE: Temporary Use Permit — Request from Good Ranchers, LLC to conduct the Good Ranchers Food Sale at Westfield Plaza Bonita from July 15, 2021 thru August 9, 2021 with no waiver of fees. PREPARED BY: Dionisia Trejo **DEPARTMENT:** Community Development Department APPROVED BY: PHONE: (619) 336-4255 **EXPLANATION:** This is a request from Good Ranchers, LLC to conduct the Good Ranchers Food Sale at Westfield Plaza Bonita from July 15, 2021 thru August 9, 2021. Daily hours of operation will be from 10 a.m. to 6 p.m. Good Ranchers, LLC is a mobile meat market. Good Ranchers has partnered with the San Diego Food Bank to donate a portion of the sales to the food bank. They sell boxed, pre-packaged, frozen food from a freezer transport vehicle kept at zero degrees. Applicant will set-up a 20x20 tent in the parking lot. This outdoor tent will provide the community with prepacked frozen USDA steak, chicken, and seafood for sale. There is no cooking, sampling, or serving of any kind. Note: This is the first time this organization has requested a Temporary Use Permit. APPROVED: FINANCIAL STATEMENT: **Finance** ACCOUNT NO. APPROVED: MIS City fee of \$272.00 for processing the TUP through various City departments and \$600.00 for Fire Department. Total Fees are \$872.00 **ENVIRONMENTAL REVIEW:** N/A FINAL ADOPTION: ORDINANCE: INTRODUCTION: STAFF RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees in accordance with City Council Policy 802. **BOARD / COMMISSION RECOMMENDATION:** N/A

Application for a Temporary Use Permit with recommended conditions of approval.

ATTACHMENTS:

505 of 679



City of National City w Neighborhood Services Department 1243 National City Boulevard w National City, CA 91950 (619) 336-4364 w fax (619) 336-4217 www.nationalcityca.gov

Special Event Application

Type of Event
Fair/Festival Parade/March Walk or Run Concert/Performance
TUP Sporting Event Other (specify)
Event Name & Location
Event Title Gradkan Chals Foodbare
Event Location (list all sites being requested) Plaza Brutu Westfield 3030 Plaza Br
Event Times (
Set-Up Starts 7/14 DateTimeSpDay of WeekUSG
Event Starts 7/15 DateTimeDay of Week
Event Ends 8/9 DateTime UpDay of Week
Breakdown Ends 8/10 DateTime 2 Day of Week 1/65
Applicant Information (
Applicant (Your name) SUN (X M (X Sponsoring Organization
Event Coordinator (if different from applicant) UNSTY CNOWLY
Mailing Address 203 Chaneston St. Friendswood, TX 77546
Day Phone 417-835-1431 After Hours Phone 417-835-1431 Cell Fax
Public Information Phone 800.991.72.56E-mail Info@goodranchers.com
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 Applicant: Date Date
Signature of Applicant: Date 5.20.2

Please co	ial Event Application (continued) omplete the following sections with as much detail as possible since fees and requirementhe information you provide us.
Fees/Pr	oceeds/Reporting
Are adm	rganization a "Tax Exempt, nonprofit" organization? Yes No
\$_Estima	ted Gross Receipts including ticket, product and sponsorship sales from this even
\$ 10,000	Estimated Expenses for this event.
Descrip	
Note that Out-ol	this description may be published in our City Public Special Events Calendar: ON NETAU SOUR OF FROM USDA prepark as OH. NO SOUMPLING ON PREPARENCE.
Estima	ed # of Participants: 200+ Anticipated # of Spectators:

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):
Other (explain)
Security and Crowd Control
Depending on the number of participants, your event may require Police services.
114
Please describe your procedures for both Crowd Control and Internal Security:
Have you hired Professional Security to handle security arrangements for this event?
Yes No 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 YES, please state how the event and surrounding area will
be illuminated to ensure safety of the participants and spectators:

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
Lad
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:
Designated parking in pening to i out of tent is unde concresh for wheelchair
19th 13 War Charge For Wite a Crack
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?
of canopies size
of tents size 400sq-F+
No capanics/tants being set up

Setting up tables and chairs?
Furnished by Applicant or Contractor
Affect
of tables No tables being set up NSI die fine fent
The chairs being set in
(For City Use Only) Sponsored Events – Does not apply to co-sponsored events
of tables No tables No tables
of a ball
Contractor Name
Contractor Contact Information
Addrese
City/State Phone Number
Setting up other equipment?
Sporting Equipment (explain)
Sporting Equipment (explain) Other (explain)
Sporting Equipment (explain)
Sporting Equipment (explain) Other (explain) Not setting up any equipment listed above at event
Sporting Equipment (explain) Other (explain) Not setting up any equipment listed above at event Having amplified sound and/or music? Yes No
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
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
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)
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)
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 ▶
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

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 (fromto)
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 tempor are sold of given away during your special event. Also see in the Special Event Guide. For additional information on o please contact the County of San Diego Environmental Hea	'Permits and Compliance' on page 8 btaining a temporary health permit,
Having food and non-alcoholic beverages at your event? Y	
Vendors preparing food on-site ▶ # ▶ Business L	·
If yes, please describe how food will be served and/or prepare	ared:
If you intend to cook food in the event area please specify the	e method: R (Specify):
Vendors bringing pre-packaged food ▶ #▶ Busin	ess License #
Vendors bringing bottled, non-alcoholic beverages (i.e., bottl	ed water, can soda, etc.) ▶ #
Vendors selling food # ▶ Business License #(s)
Vendors selling merchandise # ▶ Business Lice	ense #(s)
Food/beverages to be handled by organization; no outside ve	endors
Vendors selling services # ► Business License #	(s)
► Explain services	
Vendors passing out information only (no business license no	eeded) #
► Explain type(s) of information	appliggement programme growth water from the Additional
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 RidesOther
Having fireworks or aerial display? Yes No
Vendor name and license #
Vendor name and license #
Personal Control of the Control of t
DimensionsDuration
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 \$545.00
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

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? See attached picture.
How will signs/banners be anchored or mounted? <u>ZID He</u>
Location of banners/signage M 3 Stdes of Fent
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:
➤ Total number of ADA accessible portable toilets:
Contracting with portable toilet vendor.
► Load-in Day & Time
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 NA
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 See attached lefter

Please make a copy of this application for your records. We do not provide copies.



Special Events Pre-Event Storm Water Compliance Checklist

Special Event Information			
Name of Special Event: STOR RANGUS FOOT Event Address: 3030 Plant BoutaRexpected # of Atte Event Host/Coordinator: USY Charles Phone N II. Storm Water Best Management Practices (BMPs) Re	umber: 4	200+ 17-825	[43]
W. Storm water best Management Practices (Sim 5)	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins:	X		
Will enough recycling bins provided for the event? Provide number of recycle bins:			X
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

^{*} 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:

Person in Charge of Activity: Blh Spell
Address: 202 Charleston Street Frends wood
Telephone: 7/3 582 - 8565 Date(s) of Use: 7/15/21 - 8/9/21
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: Date: 5 19 - 2021
For Office Use Only
Certificate of Insurance ApprovedDate

X 77546



Westfield Plaza Bonita 30,30 Plaza Bonita Rd. Suite 2075 National City, CA. 91950 T 619-267-0659

April 14, 2021

City of National City Vianey Rivera Neighborhood Service Division 1243 National City Blvd. National City, California 91950-4301

Ro: T

Temporary Use Permit

Good Ranchers, LLC - Plaza Bonita

To whom it may concern:

I hereby authorize Jenny Dunn acting representative of Good Ranchers, LLC, to operate a business known as Good Ranchers in the east side parking lot at Westfield Plaza Benita near Macy's during the dates May 31, 2021 - June 18, 2021.

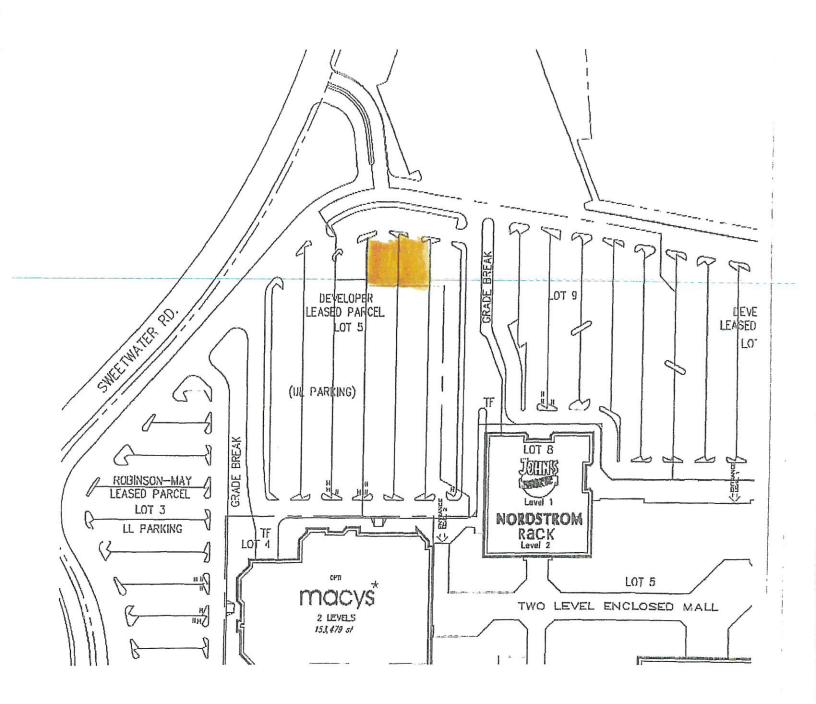
Jenny Dunn will obtain all necessary permits for the City of National City for occupancy at Westfield Plaza Bonita. Jenny Dunn has permission to install temporary power during the temporary use time if adequate power is not already in place.

Please call me if you have any questions, please email plazabonita@urw.com.

Sincerely,

Jessica) QBriefi General Manager

Westfield Plaza Bonita







To Whom It May Concern:

Good Ranchers, LLC is a mobile meat market and food drive. We sell boxed, pre-packaged, frozen USDA steak, chicken, and seafood from a freezer transport vehicle kept at zero degrees under a 20x20 canopy. There is no cooking, sampling, or serving of any kind, only sales. We are self-sufficient and do not require any electricity or water to operate. We order our product from Gold Canyon Meat Company, based out of Colorado. The product is delivered to us through a third-party delivery service. Our product is then stored in a rented refrigerated truck in the city we will selling at the time.

Our stores are 20'x20' rented canopy tents, which are typically set up in shopping center or mall parking lots under a lease agreement. The customers come to our tents and purchase the product.

While in said city, we partner with local food banks for food drives, to raise community awareness for the food bank and give them a monetary donation at the conclusion of our sales.

Please feel free to reach out if you have any additional questions or need any further information.

God bless,

Ben Spell

Owner, Good Ranchers, LLC

14303 Windsor Oaks Ln. Houston, Texas 77062 info@goodranchers.com www.goodranchers.com

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Good Ranchers

EVENT: Good Ranchers Food Drive

DATE OF EVENT: July 15, 2021 to August 9, 2021

|--|

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No comments

POLICE DEPARTMENT

No comments

ENGINEERING

No comments

COMMUNITY SERVICES

No involvement

FINANCE

Good Ranchers has already applied for the Business License. Finance/Business License has no other comments or stipulations.

COMMUNITY DEVELOPMENT

Planning
No comments

Building
No comment

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.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned application for the issuance of a Temporary Use Permit. As much as the event will be held solely on private property, there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement at the time the Special Event Application was submitted.

INSPECTION REQUIRED

A permit for the tent is \$600.00. If an afterhours inspection is needed an additional one hundred and ninety one dollars (\$191.00). Total Fees currently are (\$600.00).

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Department access into and through all business areas are 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.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Provide a 2A:10BC fire extinguisher in tent. Extinguisher to be mounted in a visible location between 3½ to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or 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 feet separation distance must be maintained between tents and canopies.
- 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 of anything producing grease laden vapor shall not be allowed under the tents or canopies unless venting is provided. Please see Fire Department for direction. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council.
 - a. Canopies:

1. 0 - 400 sf - \$0 2. 401 - 500 sf - \$353.00 3. 501 - 600 sf - \$394.00 4. 601 - 700 sf - \$515.00

b. Tents:

1. 0 –200 sf - \$300.00 2. 201 – (+) sf - \$600.00

- 7) Internal combustion power sources that may be used for power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the power is not in use.
- 8) 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 ride.
- 9) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies. Use of some sort of barricades will be required.
- 10) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring Only".
- 11) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event.
- 12) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$191.00) dollars.
- 13) Exit openings from tents shall remain open unless covered by a flame resistant curtain. The curtain shall comply with the following:
 - a. Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit.
 - b. Curtains shall be of a color, or colors, that contrast with the color of the tent.
- 14) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point.

- The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy.
- 16) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 17) Exit signs shall be **GREEN** in color and shall be of an approved selflumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - a. Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- 18) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power.
- 19) 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 start of the event.
- 20) Internal combustion power sources shall be isolated from contact with the public by either <u>physical guards</u>, <u>fencing or an enclosure</u>. Internal combustion power shall be at least **20** feet away from the tent.
- 21) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements.
- 22) Every room or space that is an assembly occupancy shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. The maximum occupancy load shall posted by the Building Official based on room configuration. At no time shall the owner or agent allow the posted occupant load to be exceeded.
- 23) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.

The following page(s) contain the backup material for Agenda Item: <u>Temporary Use Permit</u>

— Rosarito Motorcycle Run hosted by Coronado Beach Harley Davidson on September 17,

2021 from 7:30 a.m. to 12:30 p.m. at 3201 Hoover Avenue with no waiver of fees.

(Community Development)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

ITEM TITLE:					
Temporary Use Permit – Rosarito Motorcycle Run ho September 17, 2021 from 7:30 a.m. to 12:30 p.m. at					
PREPARED BY: Dionisia Trejo	DEPARTMENT: Community Dev	relopment Department			
PHONE: (619) 336-4255	APPROVED BY:				
EXPLANATION:					
This is a request from Coronado Beach Harley David September 17, 2021 from 7:30 a.m. to 12:30 p.m. at raise money for local and national charities and bring	his is a request from Coronado Beach Harley Davidson to conduct the Rosarito Motorcycle Run on eptember 17, 2021 from 7:30 a.m. to 12:30 p.m. at 3201 Hoover Avenue. The purpose of this event is to see money for local and national charities and bring patrons to National City. This event will consist of a otorcycle ride from Coronado Beach Harley Davidson to Rosarito. This event is open to the public and free				
The applicant is also requesting to close off the west $33^{\rm rd}$ Street for motorcycle parking anticipated to be a		om 30 th Street until			
NOTE: On May 1, 2018 City Council approved a sim Davidson.	ilar event, sponsored by Coronado	Beach Harley			
FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED: APPROVED:	Finance			
City fee of \$272.00 for processing the TUP through the Works and \$741.52 for Police Department. Total fees: \$1,633.94					
ENVIRONMENTAL REVIEW: N/A					
ORDINANCE: INTRODUCTION: FINAL ADD	PTION:				
STAFF RECOMMENDATION:					
Approve the Application for a Temporary Use Permit with no waiver of fees or in accordance to City Counc		litions of approval			
BOARD / COMMISSION RECOMMENDATION:					
N/A					
ATTACHMENTS:					
Application for a Temporary Use Permit with recomm	ended approvals and conditions of	approval.			

RECEIVED

MAY O & RECT

Neghous A. Services Department Cra of National City

Type of Event Public Concert Fair Festival Community event Parade Demonstration Circus Block Party Motion Picture Grand Coening Other Factors Block Party
Event Title: RD4Charitles - Rosarito Beach Motorcycle Run
Event Location 3201 Hoover Ave, National City CA 91950
Event Date(s): From 9/17/21 to 9/17/21
Actual Evant Hours: 7.30a AM to 12:39 PM
Total Anticipated Attendance 500-1001 (90% Participants 10% Speciators)
Setup/assembly/construction Date: 9/17/21 Start time: 7 AM
Please describe the scope of your setup/assembly work (specific details):
4 Registration Tables and 10 chairs inside store. Outside setup 10x10 canopiess Dismanue Date: 9/17/21 Completion Time: 1 PM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening. From 30th Street southbound up thru 33rd & National City Bivd. Parking lanes will be closed for motorcycles. Entry/Exits to existing businesses Will be open and available. Directly in front of C8 Harley Parking lane will be closed for motorcycles.
Sponsoring Crombation: Coronago TEENH 14-0
znier Omcer or Organization (Name)
Applicant News, CHAZE KARANICK
Address: 3201 Cover Ave National City CA, 91950
Daysma Prione 619-791-2870 Evening Prione: 949.279.8859
ax 614: ITT-4970 E-101a CHATE CO CRHAMES. COM
contact Person on site day of the event CHAZE Collular 9/9-7-10-90 Co.
OTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT

is your organization a "Tax Exempt, nonprofit" organization?YES 🔀 NO
Are admission, entry, vendor or participant fees required?YES XNO
If YES, please explain the purpose and provide amount(s):
\$Estimated Gross Receipts including ticket, product and sponsorship sales from this event.
\$Estimated Expenses for this event.
\$What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.
Coromos For Polling DEEP 40 NATING MOTORIES
Pou. Participalts No: 11 WEST AT 320) Hoove Ale
1012 SOUTH BOUND HOOVE LAKES From HATTOLAL CITY
RIVE MYO BACK TO MINE of CAS If Needed.
ALL porticipants will bepar AT 120pm After
PHINOSUCENERS AND LARD TOLARDS POSANTO DETARTION. THOFFIC COLATOL WILL BE HIRED FROM CITY OF OTHER POSONICE. AS SUGGESTED BY NOTIONAL CITY
YES NO If the event involves the sale of cars, will the cars come exclusively from National
City car dealers? If NO, list any additional dealers involved in the sale:

YES _XNO Does the event involve the sale or use of alcoholic beverages?
YES XNO Will Items or services be sold at the event? If yes, please describe:
YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.
XYES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.
YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies Sizes / / // NOTE: A separate Fire Department permit is required for tents or canopies.
YESNO Will the event involve the use of the <u>City</u> or your stage or PA system? SPECIFY:
In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items: Alcoholic and Nonalcoholic Concession and/or Beer Garden areas. Food Concession and/or Food Preparation areas Please describe how food will be served at the event: If you intend to cook food in the event area please specify the method: GASELECTRIC CHARCOAL OTHER (Specify):
Portable and/or Permanent Toilet Facilities Number of portable toilets:(1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event) Tables # and Chairs # Fencing, barriers and/or barricades Generator locations and/or source of electricity Canopies or tent locations (include tent/canopy dimensions) Booths, exhibits, displays or enclosures Scaffolding, bleachers, platforms, stages, grandstands or related structures Vehicles and/or trailers Other related event components not covered above Trash containers and dumpsters
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: Trash containers with lids:
Describe your plan for clean-up and removal of waste and garbage during and after the event:

Please describe your procedures for both Crowd Cor	itrol and Internal Security:
YES XNO Have you hired any Professional Sec arrangements for this event? If YES, please list: Security Organization:	
Security Organization Address:	
Security Director (Name):	
YES XNO Is this a night event? If YES, please s be illuminated to ensure safety of the	
Please indicate what arrangement you have made for	r providing First Aid Staffing and Equipment.
Please describe your Accessibility Plan for access at	
PAMPS FOR ACCESS TO STORY	- BARIKDOMUS
Please provide a detailed description of your PARKII THOUGH AVE. MATIONAL CITY	NG plan: WILLES OF SOUTH BOUND Bluck Up To Mile of CAIS.
Please describe your plan for DISABLED PARKING:	UDL AVAILABIE
Please describe your plans to notify all residents, bu event: Ma: LETENS, CALL, VISI NOTE: Neighborhood residents must be notified scheduled in the City parks.	BUSIALISEY BUILDY (SDEEN) C.

Are there any musical entertainment features related to your event? If YES,
please state the number of stages, number of bands and type of music. Number
of Stages: Number of Bands:
Type of Music:
Will sound amplification be used? If YES, please indicate: Start time:
am/pm Finish Time 12 am/pm
Will sound checks be conducted prior to the event? If YES, please indicate: Start
time:am/pm Finish Timeam/pm
Please describe the sound equipment that will be used for your event:
Fireworks, rockets, or other pyrotechnics? If YES, please describe:
Any signs, banners, decorations, special lighting? If YES, please describe:

Revised 02/29/12

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.

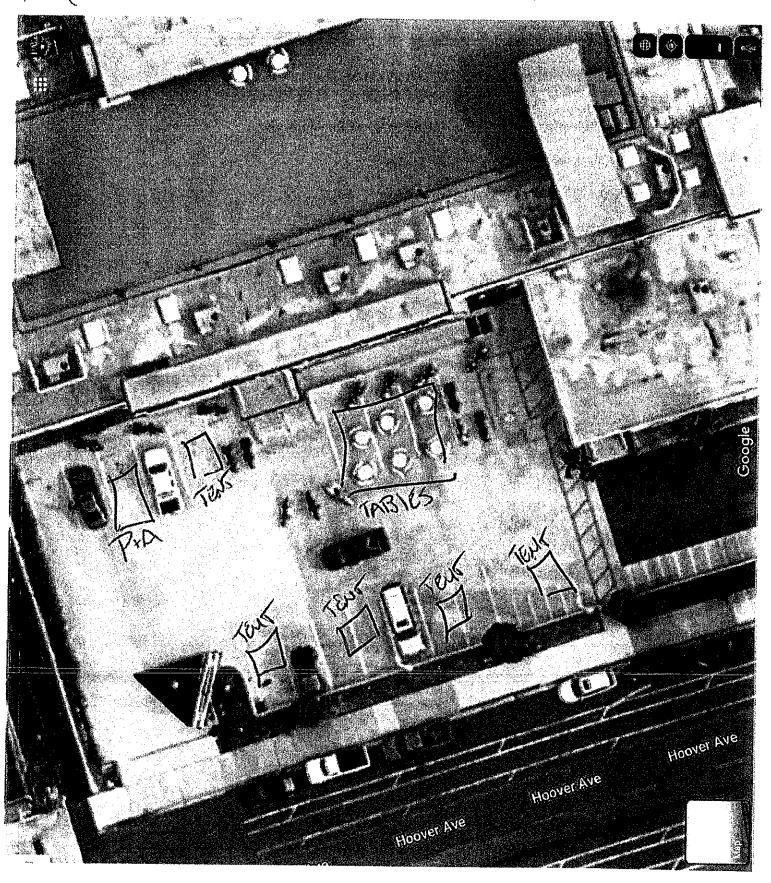
Organization (broutto REACH HASTEY- CAUIDSOL)
Person in Charge of Activity CHAZE VARALIC
Address 3200 Hooves AU NAROMAL City CA CAIGSTO
Telephone 949-709-8859_ Date(s) of Use 9(1)21

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 attorneys 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.

	contractors.	•		
E	Signature of Applicant Official Title Date CHAZE KORANICIC, GEN	eis L MwAger	3.25.21	
	For Office Use Only			Series de la companya del companya de la companya del companya de la companya de
	Certificate of Insurance Approved	Date		

REMORATIVES - POSATION BEACH RON 9/11/21



Please see updated map for parking/staging.

5/3/21

From 30th Street southbound up thru 33th & National City Blvd.

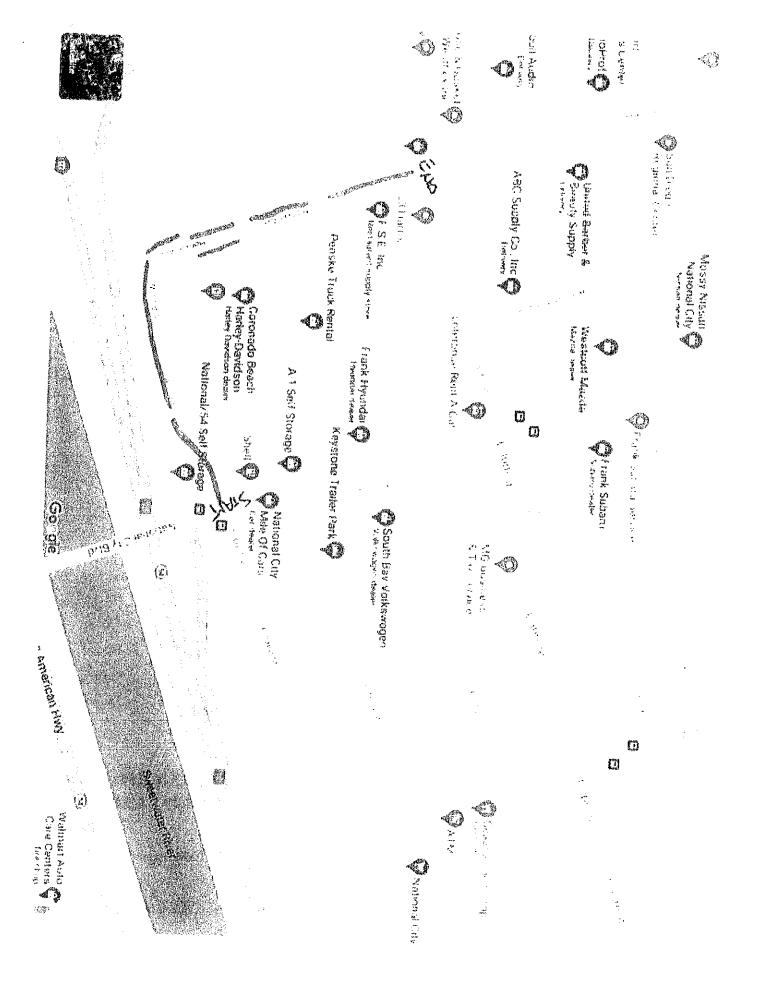
Parking lanes will be closed for motorcycles. Entry/Exits to existing businesses Will be open and available.

Directly in front of CB Harley Parking lane will be closed for motorcycles.

Please let me know if you have any other questions.

Thank you,

Chaze Karanick Coronado Beach H-D, General Manager 619-477-4477



City of National City **BUSINESS TAX CERTIFICATE**

"For Services Provided in National City, California Only"

2021

TO BE POSTED IN A CONSPICUOUS PLACE NOT TRANSFERABLE OR ASSIGNABLE

Business Name

CORONADO BEACH HARLEY-DAVIDSON

Business Location

3201 HOOVER AVE

NATIONAL CITY, CA 91950-7223

Business Owner(s)

MARK A. SMITH

Account Number

Business Type

09019712

Retail Sales - General

Effective Date

January 01, 2021

Expiration Date

December 31, 2021



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.

CBH POWERSPORTS, LP & CBH GENPAR LLC. CORONADO BEACH HARLEY-DAVIDSON 3025 W LOOP 820 5 FORT WORTH, TX 76116-5989

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

CORONADO BEACH HARLEY-DAVIDSON

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 Ilcense, 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 CENTER 8839 N CEDAR AVE #212

TAX

City of National City **BUSINESS TAX CERTIFICATE**

CBH POWERSPORTS, LP & CBH GENPAR LLC. CORONADO BEACH HARLEY-DAVIDSON 3025 W LOOP 820 S FORT WORTH, TX 76116-5989

Account Number:

09019712

Date of Issue:

01/01/2021

4COR

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

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(les) 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 cartificate holder in fleu of such endorsement(s). PRODUCER CONTACT Nicole Amoss; njamoss@pdpgroupinc.com PDP Group, Inc. PHONE (410)584-1500 10909 McCormick Rd. (A/G, No): (410)584-2052 ADDRESS: popinsagency@popgroupinc.com Hunt Valley, MD 21031 INSURER(8) AFFORDING COVERAGE NAIC # INSURER A: New York Marine & General Ins. Co 16608 INSURED CBH Powersports, LP dba Coronado Beach Harley Davidson INSURER B : StarStone National Insurance Company 25496 INGURER C 3201 Hoover Avenue (NBURER D : National City, CA 91950 INSURER E INSURER F COVERAGES PROD/CUSTOMER ID: CERTIFICATE 供 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD REVISION #: 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. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF POLICY EXP LTR POLICY NUMBER HIRED AUTOS ONLY NON-OWNED AUTOS USED IN GARAGE BUSINESS LIMITS GARAGE LIABILITY AUTO ONLY (Ea accident) ANY AUTO AU2020DOP00758 \$1,000,000 08/16/2020 08/16/2021 OWNED AUTOS ONLY EA ACCIDENT \$1,000,000 OTHER THAN AUTO ONLY AGGREGATE \$3,000,000 GARAGE KEEPERS LIABILITY COMP LOC LEGAL LIABILITY OTC SPECIFIED PERILS DIRECT BASIS COLLISION LOC PRIMARY LOC COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 CLAIMS-MADE X OCCUR AU2020DOP00758 08/15/2020 08/15/2021 \$ 5,000 MEO EXP (Any one person) PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE s 3,000,000 POLICY PRO-PRODUCTS - COMP/OP AGG \$3,000,000 OTHER: UMBRELLA LIAD Α OCCUR EACH OCCURRENCE \$ 10,000,000 EXCESS LIAB CLAIMS-MADE UM2020DOP00750 08/15/2020 08/15/2021 AGGREGATE \$ 10,000,000 DED RETENTION \$ 10,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under REMARKS below N/A E.L. EACH ACCIDENT Y/N E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT Excess Umbrella X87354200ALI 08/16/2020 00/15/2021 Limit: 10,000,000 REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder is listed as an Additional Insured as required by written contract for an event held on 5/17/2021 at: 3201 Hoover Ave, National City, CA 91950. Policy includes 30 days notice of cancellation for other than non-payment, CERTIFICATE HOLDER CANCELLATION The City of National City SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. its officials, agents, employees, and volunteers 1243 National City Boulevard National City, CA 91950

AUTHORIZED REPRESENTATIVE

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ACORD 30 (2016/03)

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CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Coronado Beach Harley

EVENT: Rosarito Motorcycle Run DATE OF EVENT: September 17, 2021

APPROVALS: COMMUNITY SERVICES RISK MANAGER PUBLIC WORKS FINANCE FIRE POLICE CITY ATTORNEY ENGINEERING	YES [x]	NO [] NO [] NO [] NO [] NO [] NO [] NO []	SEE CONDITIONS [] SEE CONDITIONS [x]
COMMUNITY DEVELOPMENT	YES [x]	NO[]	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

Streets Division

2 Workers: \$113.47hr. for 4hrs. = \$453.88

100 Cones= \$22.29

25 No Parking Signs with barricades: \$1.49ea. = \$37.25

6 Signs with Stands: \$2.66ea. = \$15.96

1 Ton Dump Truck: \$22.76hr. for 4hrs = \$91.04

Total = \$620.42

Parks Division
No involvement

Facilities Division
No comments

POLICE DEPARTMENT

Applicant would like to close off the west curb line (minus the driveways) from 30th Street until 33rd Street for motorcycle parking anticipated to be as much as 1,500. After, the group plans to ride as one large group into Mexico. The requestor changed his route to now head east on 33rd Street and south on National City Boulevard onto the freeway. Based on these changes, I would recommend we have two officers work the event primarily for traffic control. This will allow for the safe flow of traffic leaving the City.

2 officers for a minimum shift of 4 hours (per their MOU).

\$92.69 x 4 hours= \$370.76 per officer Total for two officers = \$741.52

ENGINEERING

No comments

CITY ATTORNEY

Approved on conditions that Risk Manager approves

COMMUNITY SERVICES

No involvement

FINANCE

Coronado Beach Harley-Davidson has a current business license #09019712. Finance/Business License has no other comments or stipulations.

COMMUNITY DEVELOPMENT

Planning

All activities shall comply with the limitations contained in Table III of NCMC Title 12 (Noise).

Building

No comments

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.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned request for the issuance of a Temporary Use Permit. To satisfy the City's insurance requirements, the applicant has provided the following:

- A valid copy of the Certificate of Liability Insurance.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$3,000,000.00 (THREE MILLION DOLLARS) in aggregate covering the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.

The applicant must provide the following to comply with the City insurance requirements in connection with this application:

- The applicant must provide a separate additional insured endorsement. It must note the additional insured as "The City of National City, its officials, agents, employees, and volunteers" for the Commercial General Liability coverage.
- The Certificate Holder must reflect: City of National City c/o Risk Manager 1243 National City Boulevard National City, CA. 91950-4301

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant when the Special Event Application was submitted.

NO SITE INSPECTION REQUIRED AT THIS TIME

Stipulations required by the Fire Department for this event are as follows:

- Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- Access to Coronado Beach Harley Davidson to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc
- 3) Fire Department access into and through the event areas are 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
- 4) Fire Hydrants shall not be blocked or obstructed to be maintained at all times, to all streets driveways and entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- Provide access to all driveways streets
- If cooking booths are used, (additional fees may apply) booths to have one 2A:10BC on site. If grease or oil is used for cooking, a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example.
- If tents or canopies are used, tents having an area in excess of 200 square feet and or 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 feet separation distance must be maintained between tents and canopies. 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. Please see Fire Department for direction. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be per the below fee schedule, fees can only be waived by City Council.

Canopies:

Tents:

- 10) Fire Department access into and through the booth areas are to be maintained at all times.
- 11) If a fire safety inspection is required it shall be conducted by the Fire Department prior to operations of the entire event. Fee for after hour/weekend inspection shall be \$191.00 dollars for the first two hours. A fee shall be charged for every hour (or part) after the first two hours.
- 12) Site map indicating access points, booth layout and ride areas are required. <u>Site</u> map included.

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: <u>Temporary Use Permit</u>

— Request from Homestead Steaks, LLC to conduct the Homestead Steaks Sale at 1536

Sweetwater Road from June 16, 2021 thru July 6, 2021 with no waiver of fees. (Community <u>Development</u>)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. June 15, 2021 ITEM TITLE: Temporary Use Permit — Request from Homestead Steaks, LLC to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from June 16, 2021 thru July 6, 2021 with no waiver of fees. PREPARED BY: Dionisia Trejo **DEPARTMENT:** Community Development Department APPROVED BY: **PHONE:** (619) 336-4255 **EXPLANATION:** This is a request from Homestead Steaks to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from June 16, 2021 thru July 6, 2021. Daily hours of operation will be from 10 a.m. to 6 p.m. Applicant will set-up a 20x20 tent in the parking lot. This outdoor tent will provide the community with prepacked frozen USDA steak, chicken, and seafood for sale. There is no cooking, sampling, or serving of any kind. Note: This is the first time this organization has requested a Temporary Use Permit. APPROVED: FINANCIAL STATEMENT: **Finance** APPROVED: MIS ACCOUNT NO. City fee of \$272.00 for processing the TUP through various City departments and \$600.00 for Fire Department. Total Fees are \$872.00 **ENVIRONMENTAL REVIEW:** N/A FINAL ADOPTION: ORDINANCE: INTRODUCTION: STAFF RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees in accordance with City Council Policy 802. **BOARD / COMMISSION RECOMMENDATION:** N/A **ATTACHMENTS:** Application for a Temporary Use Permit with recommended conditions of approval.



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
TUP Sporting Event Other (specify)
Event Name & Location
Event Title + 10 Mestead Steaks, LLC
Event Location (list all sites being requested) Weltwater Orossings parking
Event Times .
Set-Up Starts 06/5/2/rime 18/2 Day of Week 1000 Day of We
Event Star: 00/16/21 Firme 0 am Day of Week Washington Services Department of Neighborhood Services De
Date ime Day of Week
Breakdown Ends 772 Inthe 180 Day of Week Monday
Applicant Information
Applicant (Your name) 10 Little Sponsoring Organization
Event Coordinator (if different from applicant)
Mailing Address 1715 S. Madison Ave Ste H Webb Aty Mo 64870
Day PhoneAfter Hours PhoneCell 41)793 523Fax
Public Information Phone E-mail VUIDWWAMAI - WM
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 Applicant: Date

	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
I	Is your organization a "Tax Exempt, nonprofit" organization? Yes No
,	Are admission, entry, vendor or participant fees required? Yes No
1	If YES, please explain the purpose and provide amount (s):
;	\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event. SESTIMATED Estimated Expenses for this event.
;	\$What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?
X	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: NO MIN MANE A TEMPOPARY BALL WITH SWLETWATER CROSSINGS D NAVE A SALE IN THERE WARRY LOT. WE WILL NAVE A 20121
1	nozen uspa food.
	Estimated Attendance Anticipated # of Spectators:

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):							
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:							
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 No No Press, please state how the event and surrounding area will							
be illuminated to ensure safety of the participants and spectators:							

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
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: Which are event by individuals with disabilities: How have to the first which the first way to the first which the first way to the first way t
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? # of canopies size 400 89. {}, (20+20)
of tents size
No canopies/tents being set up

Setting up tables and chairs?						
Furnished by Applicant or Contractor						
# of tables No tables	being set up					
# of chairs No chairs	being set up					
(For City Use Only) Sponsored Events – Do	oes not apply to co-sponso	ored events				
# of tables No tables	being set up					
# of chairs	being set up					
Contractor Name						
Contractor Contact Information	City/State	Phone Number				
Addiess	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) We helped &						
If using live music or a DJ. ▶ Contractor Name	e local radro	Hation				
>						
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 Otty/State Phone Number	
Using electrical power? Yes No Using Kimball Park Bowl)
Using on-site electricity For sound and/or lighting For food and/or refrigera	tion
Bringing in generator(s) For sound and/or lighting For food and/or refrigerate Release Walk IS Van On Well Live Cumple are	
Vendor Information	
PLEASE NOTE: You may be required to apply for a temporary health permit if food or be are sold of given away during your special event. Also see 'Permits and Compliance' or in the Special Event Guide. For additional information on obtaining a temporary health p please contact the County of San Diego Environmental Health at (619) 338-2363.	page 8
Having food and non-alcoholic beverages at your event? Yes No	
Vendors preparing food on-site ▶ # ▶ Business License #	
If yes, please describe how food will be served and/or prepared:	
If you intend to cook food in the event area please specify the method: GAS ELECTRIC CHARCOAL OTHER (Specify): TYPE OF ALL	
Vendors bringing pre-packaged food ▶ # ▶ Business License #	
Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ #_	nat data da
Vendors selling food # ▶ Business License #(s)	
Vendors selling merchandise # ▶ 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 RidesOther
Having fireworks or aerial display? Yes No
NATIONAL AND ADDRESS OF THE PARTY OF THE PAR
Vendor name and license #
Vendor name and license #
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 \$545.00
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
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 \$545.00

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event mapped on the existing poles on the 1800 block and 3100 block of National City Boulevard. The must be made to the City's specifications. Please refer to the City's Special Event Guidebook a Schedule for additional information.	banners
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 # 3	4
What will signs/banners say? X K Wy G F AC How will signs/banners be anchored or mounted? Wy Wy Wy WHOW OW	K Sideh
Location of banners/signage WWW GHILM	of tent
Waste Management	
PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that are <u>sufficient</u> facilities in the immediate area available to the public during the event.	1
Are you planning to provide portable restrooms at the event? Yes No	CONDUNC
If yes, please identify the following:	
➤ Total number of portable toilets:	
➤ Total number of ADA accessible portable toilets:	
Contracting with portable toilet vendor.	MANAGAM SESTEMBER SE
Company Phone	
▶ Load-in Day & Time ▶ Load-out Day & Time	Magilianishis galaces conceptants at
▶ Load-out Day & Time ▶ Load-out Day & Time	Madicinion galactic consequences
▶ Load-in Day & Time	National Association of the Control
▶ Load-out Day & Time ▶ Load-out Day & Time	1
▶ Load-out Day & Time Portable toilets to be serviced. ▶ Time	
▶ Load-out Day & Time Portable toilets to be serviced. ▶ Time Set-up, Breakdown, Clean-up	
▶ Load-out Day & Time Portable toilets to be serviced. Time Set-up, Breakdown, Clean-up Setting up the day before the event?	
▶ Load-out Day & Time Portable toilets to be serviced. 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)	
▶ Load-out Day & Time Portable toilets to be serviced. Set-up, Breakdown, Clean-up Setting up the day before the event? Yes, will set up the day before the event. No, set-up will occur on the event day	

NPDES-Litter Fence		Tab
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	i	
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.





I. Special Event Information

Special Events

Pre-Event Storm Water Compliance Checklist

Name of Special Event: DMSHAA VAS AT W(s Event Address: 536 WWW RA Expected # of Attent Event Host/Coordinator: Phone No.	1	30	5235			
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: MAM MAM bims						
Will enough recycling bins provided for the event? Provide number of recycle bins:			X			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			λ			
Do all storm drains have screens to temporarily protect trash and debris from entering?			X			
Are spill cleanup kits readily available at designated spots?			X			

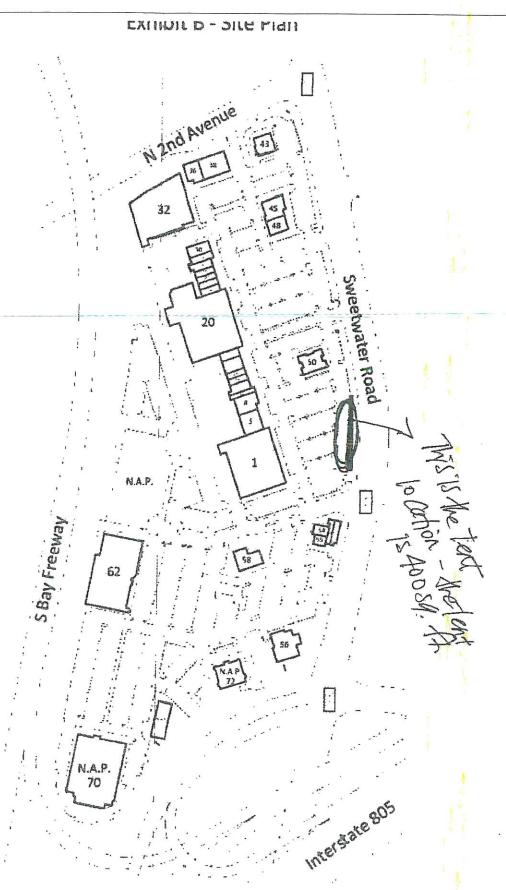
^{*} A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

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 Gity, CA 91950 Organization: Person in Charge of Activity: Address: Telephone 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 Applican Official Title: For Office Use Only Date Certificate of Insurance Approved

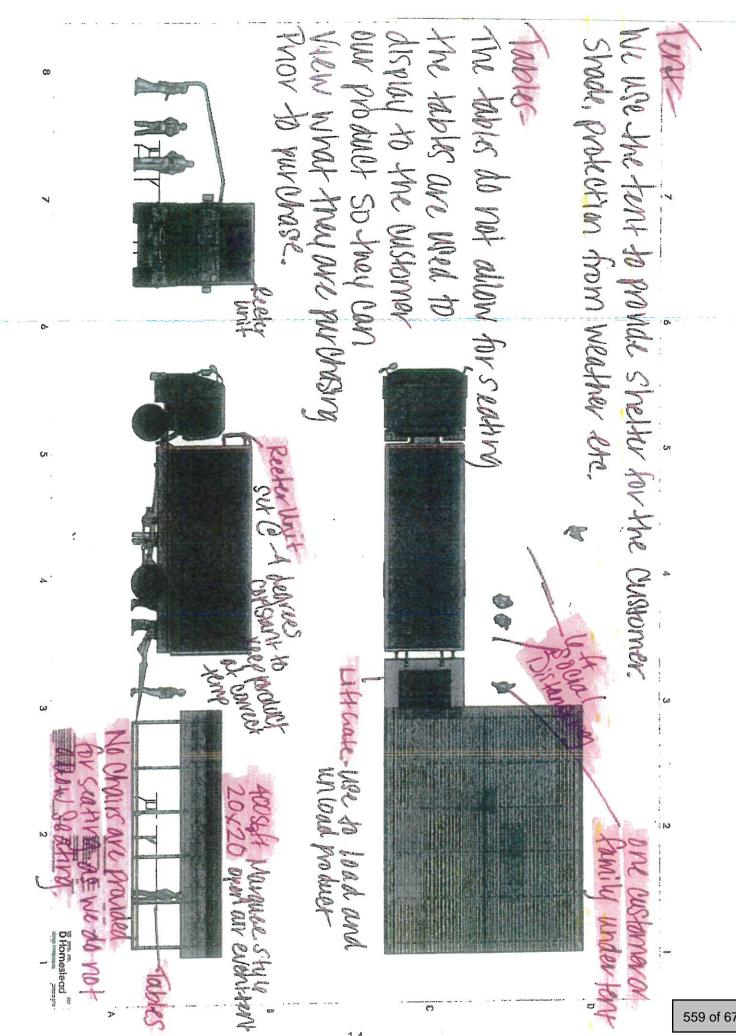




This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant in the shopping center. All building, improvements, their occupants, and their uses as shown on this plan are subject to modification at the landlord's discretion.

Exhibit B - Site Plan Sweetwater Crossing National City, CA Property #735 July 2020

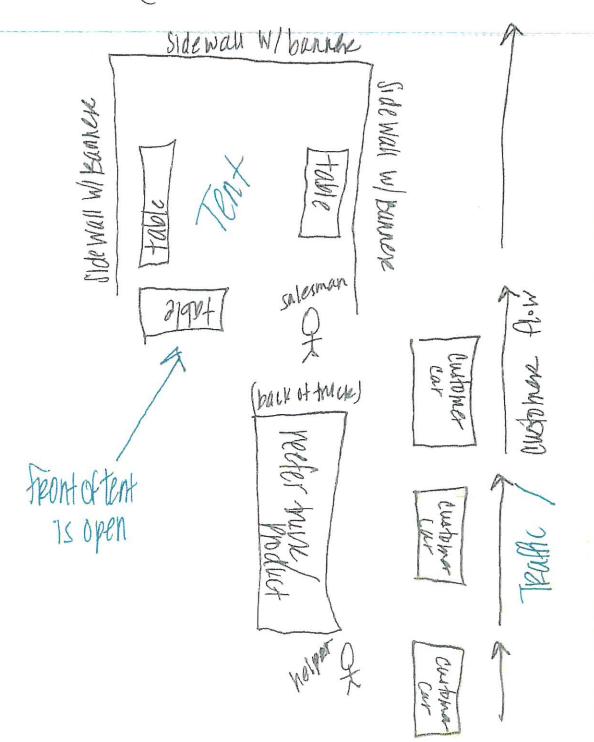




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Example for drive-thru service ...

(Back oftent)



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CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Homestead Steaks, LLC

EVENT: Homestead Steaks, LLC

DATE OF EVENT: June 16, 2021 to July 6, 2021

APPROVALS:

COMMUNITY SERVICES RISK MANAGER PUBLIC WORKS FINANCE FIRE POLICE ENGINEERING COMMUNITY DEVELOPMENT	YES [x]	NO [] NO [] NO [] NO [] NO [] NO [] NO []	SEE CONDITIONS [] SEE CONDITIONS [] SEE CONDITIONS [x]
--	---	--	--

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No comments

POLICE DEPARTMENT

A Bulletin Information Form (BIF) will be created for all patrol personnel working during the event times listed. National City Police Officers will conduct extra patrol as available. Extra patrol will take place during un-obligated time, while taking into account that priority calls for service will take precedence. The applicant should set up their drive-thru service as to not impact traffic on Sweetwater Road. This can easily be accomplished by utilizing a traffic cone pattern that establishes the drive-thru entrance far away from the roadway. In order to avoid noise complaints, the applicant should ensure that any sound amplification devices from the radio station are not pointing toward the residential neighborhood located north of the event.

ENGINEERING

No comments

COMMUNITY SERVICES

No involvement

FINANCE

Homestead Steaks LLC will need a Business License

COMMUNITY DEVELOPMENT

Planning
No comments

Building No comments

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.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned application for the issuance of a Temporary Use Permit. In as much as the event will be held solely on private property, there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement at the time the Special Event Application was submitted.

INSPECTION REQUIRED

A permit for the tent is \$600.00. If an afterhours inspection is needed an additional one hundred and ninety one dollars (\$191.00). Total Fees currently are (\$600.00)

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Department access into and through all business areas are 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.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Provide a 2A:10BC fire extinguisher in tent. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or 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 feet separation distance must be maintained between tents and canopies.
- 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 of anything producing grease laden vapor shall not be allowed under the tents or canopies unless venting is provided. Please see Fire Department for direction. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council.
 - a. Canopies:
- 1. 0-400 sf \$0
- 2. 401 500 sf \$353.00
- 3. 501 600 sf \$394.00
- 4. 601 700 sf \$515.00
- b. Tents:
- 1. 0 -200 sf \$300.00
- 2. 201 (+) sf \$600.00
- 7) Internal combustion power sources that may be used for power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the power is not in use.

- 8) 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 ride.
- 9) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies. Use of some sort of barricades will be required.
- Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring Only".
- A fire safety inspection is to be conducted by the Fire Department prior to operations of the event.
- Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$191.00) dollars.
- Exit openings from tents shall remain open unless covered by a flame –resistant curtain. The curtain shall comply with the following:
 - a. Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit.
 - b. Curtains shall be of a color, or colors, that contrast with the color of the tent.
- 14) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point.
- The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy.
- 16) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 17) Exit signs shall be <u>GREEN</u> in color and shall be of an approved self-lumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - a. Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power.
- 19) 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 start of the event.
- 20) Internal combustion power sources shall be isolated from contact with the public by either <u>physical guards</u>, fencing or an enclosure. Internal combustion power shall be at least **20** feet away from the tent.
- 21) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements.

- Every room or space that is an assembly occupancy shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. The maximum occupancy load shall posted by the Building Official based on room configuration. At no time shall the owner or agent allow the posted occupant load to be exceeded.
- 23) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.

If you have any questions please feel free to contact me

The following page(s) contain the backup material for Agenda Item: <u>Investment Report for the quarter ended March 31, 2021. (Finance)</u>
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 **AGENDA ITEM NO.:** ITEM TITLE: Investment Report for the guarter ended March 31, 2021. PREPARED BY: Ronald Gutlay **DEPARTMENT:** Finance **PHONE:** 619-336-4346 **EXPLANATION:** See attached staff report. APPROVED: Parette Impleament FINANCE FINANCIAL STATEMENT: APPROVED: MIS ACCOUNT NO. See attached staff report. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION | FINAL ADOPTION | STAFF RECOMMENDATION: Accept and File the Investment Report for the Quarter ended March 31, 2021.

BOARD / COMMISSION RECOMMENDATION: N/A

ATTACHMENTS:

- 1. Staff Report
- 2. Investment Listings



City Council Staff Report

June 15, 2021

ITEM

Staff Report: Investment Report for the quarter ended March 31, 2021.

BACKGROUND

The California Government Code (§53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- > type of investment;
- > issuer (bank or institution);
- > date of maturity;
- > dollar amount invested; and
- > current market valuation as of the date of the report.

In addition, the Government Code (§53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of March 31, 2021 is summarized below and compared to the balance as of March 31, 2020.

Table 1

	3/31/2021	3/31/2020
Book Value 1	\$ 78,475,100	\$ 74,343,807
Market Value ²	\$ 79,165,747	\$ 75,642,986

¹ actual cost of investments

The assets of the City of National City's investment portfolio are managed by Chandler Asset Management, the California Treasurer's Local Agency Investment Fund (LAIF), and the San Diego County Treasurer's Pooled Money Fund ("San Diego County Pool") with the largest portion of the assets, 45.89%. The San Diego County Pool and LAIF are liquid investment pools

² amount at which the investments could be sold

that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City's assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

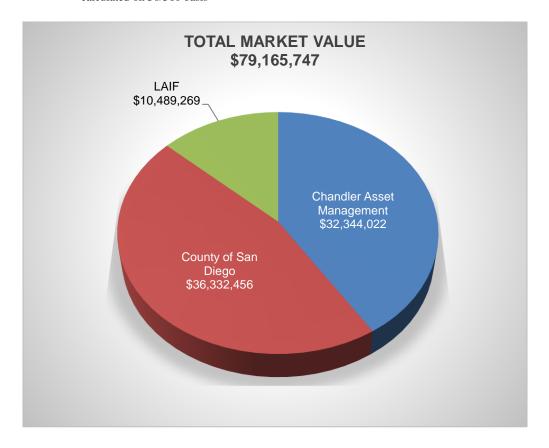
Summaries of the City's investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER As of March 31, 2021

Table 2

Tuble 2				
		Total	Market	% of
Issuer/Manager	Book Value	Market Value ¹	YTM	Portfolio
Chandler Asset Management	31,675,169	32,344,022	0.28%	40.86%
County of San Diego	36,331,720	36,332,456	0.83%	45.89%
Local Agency Investment Fund	10,468,211	10,489,269 2	0.36% ³	13.25%
Totals for March 31, 2021	\$78,475,100	\$79,165,747		100.00%

- ¹ includes accrued interest
- ² includes LAIF participation factor of 1.001269853
- ³ calculated on 30/360 basis



June 15, 2021

INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended March 31, 2021

Table 3 Total Market Value¹

				Period	Yield
Issuer/Manager	3/31/21	12/31/20	Change	Return	$(Net)^3$
Chandler Asset Management	\$32,344,022	\$32,392,566	(\$48,544)	-0.13%	NA
County of San Diego	\$36,332,456	\$36,441,433	(108,977)	0.21%	0.84%
Local Agency Investment Fund	\$10,489,269	\$4,979,477	\$5,509,792	0.11%	0.45%
Totals for March 31, 2021	\$79,165,747	\$73,813,476	\$5,352,271 ²	0.43% 4	

- ¹ includes accrued interest
- ² total include deposits and withdrawal(s) of: deposit 2/25/21 \$5,500,000
- ³ annualized
- 4 weighted

Economic Update:

We believe accommodative monetary policy, robust fiscal spending, and continued progress on vaccine distribution will provide meaningful tailwinds for the economy in the coming quarters. The vaccine rollout has been faster than expected and more than 30% of the US population is now fully vaccinated, and more than 45% have received at least one dose. Restaurant and bar sales accelerated in March and travel-related spending has started to rebound as the economy reopens. Despite significant progress on the vaccine rollout in the US, and largely better than expected economic data and corporate earnings, the Biden administration continues to push forward with large-scale fiscal spending proposals. President Biden recently proposed plans for more than \$4 trillion in new fiscal spending, which would be in addition to the roughly \$5.5 trillion in pandemic-related fiscal spending that has already been approved since early last year. We expect some version of an infrastructure spending bill to come to fruition later this year. Meanwhile, the Fed has indicated that it plans to keep the fed funds rate near zero until at least 2023. Estimates for US gross domestic product (GDP) growth this year are strong. The current Bloomberg consensus estimate for 2021 US GDP growth is 6.3%.

The Federal Open Market Committee kept their target fed funds rate and asset purchase program unchanged in April, as expected. The fed funds target rate remains in the range of 0.0% to 0.25%, and the Fed continues to purchase \$80 billion of Treasuries per month, and \$40 billion of agency mortgage-backed securities per month. During his press conference, Fed Chair Powell reiterated that the economy is still a long way from reaching their employment and inflation goals and it is too soon to begin discussing tapering asset purchases. The Fed believes that some parts of the economy will not be able to fully recover until the pandemic is decisively over. Chair Powell also reiterated that near term inflationary pressures are likely to be temporary. Although inflation rates are expected to increase over the next few months, the Fed is not signaling any near-term changes to monetary policy and plans to remain accommodative.

June 15, 2021

The yield curve flattened in April but remains steeper on a year-to-date basis. As of April monthend, the yield on 2-year Treasuries was about four basis points higher while the yield on 10-year Treasuries was about 71 basis points higher, on a year-to-date basis. The yield on 10-year Treasuries declined nearly 12 basis points in April, month-over-month. Looking ahead, we believe the Treasury yield curve is poised to modestly steepen further as the year progresses, which would be consistent with an improving economic outlook, more widespread vaccine distribution, the anticipation of ongoing fiscal spending, and a moderate pick-up in inflation.

COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$126,323. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 42,221
County of San Diego	76,337
LAIF	7,765
Totals for March 31, 2021	\$ 126,323

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended March 31, 2021.



City of National City - Account #10162

MONTHLY ACCOUNT STATEMENT

MARCH 1, 2021 THROUGH MARCH 31, 2021

Chandler Team:

For questions about your account, please call (800) 317-4747, or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon Lauren Dehner (904) 645-1918

CHANDLER ASSET MANAGEMENT chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

City of National City

Portfolio Summary

As of March 31, 2021



Account #10162

PORTFOLIO CHARACTERISTICS	
Average Modified Duration	1.84
Average Coupon	1.60%
Average Purchase YTM	1.51%
Average Market YTM	0.28%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.03 yrs
Average Life	1.88 yrs

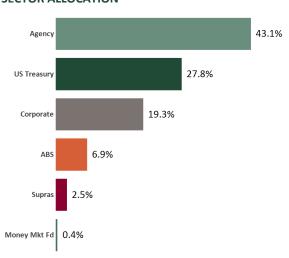
ACCOUNT SUMMARY

	Beg. Values as of 2/28/21	End Values as of 3/31/21
Market Value	32,227,099	32,234,624
Accrued Interest	126,611	109,398
Total Market Value	32,353,710	32,344,022
Income Earned	42,077	42,221
Cont/WD		-2,325
Par	31,545,099	31,579,448
Book Value	31,607,009	31,675,169
Cost Value	31,607,009	31,675,169

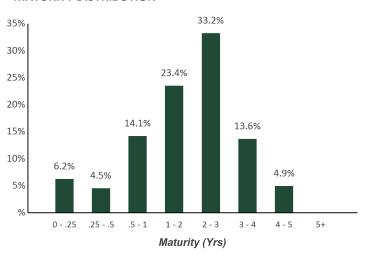
TOP ISSUERS

Government of United States	27.8%
Federal Home Loan Mortgage Corp	15.8%
Federal National Mortgage Assoc	13.4%
Federal Home Loan Bank	12.2%
Intl Bank Recon and Development	2.5%
Toyota ABS	2.4%
Apple Inc	2.3%
Deere & Company	2.2%
Total	78.5%

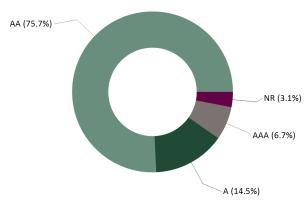
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

							Annualized		
TOTAL RATE OF RETURN	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	2/29/2012
City of National City	-0.02%	-0.13%	-0.13%	1.15%	2.88%	2.93%	1.90%	N/A	1.39%
ICE BAML 1-3 Yr US Treasury/Agency Index	0.02%	-0.05%	-0.05%	0.26%	2.79%	2.77%	1.71%	N/A	1.26%
ICE BAML 1-3 Yr US Corp/Govt Rated AAA-A Index	0.00%	-0.05%	-0.05%	0.95%	2.94%	2.94%	1.89%	N/A	1.45%

Statement of Compliance

As of March 31, 2021



City of National City

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
Municipal Securities	"A" rated or better by two NRSROs; 30% maximum; 5% max per issuer; Include bonds of the City, the State of California, any other state, and any local agency within the State of California; Bonds will be registered in the name of the City or held under a custodial agreement at a bank.	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated category or higher by a NRSRO; 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" short-term debt rated or higher by at least two NRSROs; and "A" long term debt rated by two NRSROs; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million.	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit	"A" long-term debt rated or higher by at least two NRSROs; and/or "A1" short-term debt rated or higher by at least two NRSROs; 30% maximum; 5% max per issuer	Complies
Corporate Medium Term Notes	"A" rated category or better by at least two NRSROs; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by U.S. or any state and operating within the U.S.	Complied at time of purchase*
Money Market Mutual Funds	Highest rating or AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs and Asset Backed Securities	"AA" rating category or better by a NRSRO; 20% maximum	Complies
Local Agency Investment Fund (LAIF)	Maximum permitted amount in LAIF; Currently not used by investment adviser	Complies
Local Government Investment Pools	San Diego County Investment Pool	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max per issuer, except as noted in Section VIII of the investment policy	Complies
Maximum maturity	5 years	Complies

^{*}Complied at time of purchase: Oracle rated Baa2/A/BBB+; Moody's downgraded to Baa2 and Fitch to BBB+ (3/22/21)

Reconciliation Summary

Account #10162

As of March 31, 2021



BOOK VALUE RECONCILIATION				
BEGINNING BOOK VALUE		\$31,607,009.17		
Acquisition				
+ Security Purchases	\$1,049,966.65			
+ Money Market Fund Purchases	\$1,018,058.69			
+ Money Market Contributions	\$74,365.08			
+ Security Contributions	\$0.00			
+ Security Transfers	\$0.00			
Total Acquisitions		\$2,142,390.42		
<u>Dispositions</u>				
- Security Sales	\$827,205.47			
- Money Market Fund Sales	\$1,051,736.65			
- MMF Withdrawals	\$76,690.08			
- Security Withdrawals	\$0.00			
- Security Transfers	\$0.00			
- Other Dispositions	\$0.00			
- Maturites	\$90,000.00			
- Calls	\$0.00			
- Principal Paydowns	\$39,648.55			
Total Dispositions		\$2,085,280.75		
Amortization/Accretion				
+/- Net Accretion	\$0.00			
		\$0.00		
Gain/Loss on Dispositions				
+/- Realized Gain/Loss	\$11,049.69			
		\$11,049.69		
ENDING BOOK VALUE		\$31,675,168.53		

CASH TRANSACTION SUMMARY					
BEGINNING BALANCE		\$159,077.54			
Acquisition					
Contributions	\$74,365.08				
Security Sale Proceeds	\$827,205.47				
Accrued Interest Received	\$4,782.00				
Interest Received	\$56,419.86				
Dividend Received	\$2.81				
Principal on Maturities	\$90,000.00				
Interest on Maturities	\$0.00				
Calls/Redemption (Principal)	\$0.00				
Interest from Calls/Redemption	\$0.00				
Principal Paydown	\$39,648.55				
Total Acquisitions	\$1,092,423.77				
Dispositions					
Withdrawals	\$76,690.08				
Security Purchase	\$1,049,966.65				
Accrued Interest Paid	\$1,770.00				
Total Dispositions	\$1,128,426.73				
ENDING BOOK VALUE		\$123,074.58			

Income Earned

Account #10162

As of March 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
037833AK6	Apple Inc	Various	700,739.00	5,506.67	0.00	1,400.00
	Note	Various	0.00	0.00	0.00	
	2.4% Due 05/03/2023	700,000.00	0.00	6,906.67	0.00	
			700,739.00	1,400.00	1,400.00	
06051GEU9	Bank of America Corp	12/27/2018	393,500.00	1,833.33	0.00	1,100.00
	Note	12/31/2018	0.00	0.00	0.00	
	3.3% Due 01/11/2023	400,000.00	0.00	2,933.33	0.00	
			393,500.00	1,100.00	1,100.00	
06406RAA5	Bank of NY Mellon Corp	08/14/2018	392,152.00	693.33	0.00	866.67
	Callable Note Cont 1/7/2022	08/16/2018	0.00	0.00	0.00	
	2.6% Due 02/07/2022	400,000.00	0.00	1,560.00	0.00	
		,	392,152.00	866.67	866.67	
084670BR8	Berkshire Hathaway	08/26/2019	412,068.00	5,072.22	0.00	916.67
	Callable Note Cont 1/15/2023	08/28/2019	0.00	5,500.00	0.00	320.0
	2.75% Due 03/15/2023	400,000.00	0.00	488.89	0.00	
	2.7 370 3 40 037 137 2023	100,000.00	412,068.00	916.67	916.67	
24422EUR8	John Deere Capital Corp	03/14/2019	408,860.00	1,955.00	0.00	1,150.00
	Note	03/18/2019	0.00	0.00	0.00	_,
	3.45% Due 01/10/2024	400,000.00	0.00	3,105.00	0.00	
	0.10,000 000 001, 00, 000 00	,	408,860.00	1,150.00	1,150.00	
24422EVN6	John Deere Capital Corp	03/01/2021	0.00	0.00	0.00	92.81
	Note	03/04/2021	274,804.75	0.00	0.00	32.02
	0.45% Due 01/17/2024	275,000.00	0.00	92.81	0.00	
	0.10,000 000 001, 00,000	270,000.00	274,804.75	92.81	92.81	
3130A0F70	FHLB	01/30/2019	540,734.25	4,085.16	0.00	1,476.56
3130/101/0	Note	01/31/2019	0.00	0.00	0.00	1,170.30
	3.375% Due 12/08/2023	525,000.00	0.00	5,561.72	0.00	
	3.37373 242 22, 33, 2323	3_3,333.33	540,734.25	1,476.56	1,476.56	
3130A1XJ2	FHLB	Various	605,009.60	3,566.60	0.00	1,389.58
0.100/11/102	Note	Various	0.00	0.00	0.00	1,303.30
	2.875% Due 06/14/2024	580,000.00	0.00	4,956.18	0.00	
	5.5.5 2 3 5 5 5, 2 1, 2 5 2 1	300,000.00	605,009.60	1,389.58	1,389.58	
3130A2UW4	FHLB	10/29/2019	315,474.00	4,025.00	0.00	718.75
3133/120 VV	Note	10/30/2019	0.00	4,312.50	0.00	, 10.73
	2.875% Due 09/13/2024	300,000.00	0.00	431.25	0.00	
	2.07370 000 03/13/2024	300,000.00	315,474.00	718.75	718.75	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130A3KM5	FHLB	09/10/2019	591,174.75	3,274.31	0.00	1,197.91
	Note	09/13/2019	0.00	0.00	0.00	
	2.5% Due 12/09/2022	575,000.00	0.00	4,472.22	0.00	
			591,174.75	1,197.91	1,197.91	
3130AABG2	FHLB	03/08/2017	559,044.90	2,707.29	0.00	882.81
	Note	03/09/2017	0.00	0.00	0.00	
	1.875% Due 11/29/2021	565,000.00	0.00	3,590.10	0.00	
			559,044.90	882.81	882.81	
313378WG2	FHLB	03/13/2018	596,646.00	7,083.33	0.00	1,250.00
	Note	03/14/2018	0.00	7,500.00	0.00	,
	2.5% Due 03/11/2022	600,000.00	0.00	833.33	0.00	
			596,646.00	1,250.00	1,250.00	
313379Q69	FHLB	06/20/2017	607,110.00	2,868.75	0.00	1,062.50
	Note	06/21/2017	0.00	0.00	0.00	,
	2.125% Due 06/10/2022	600,000.00	0.00	3,931.25	0.00	
			607,110.00	1,062.50	1,062.50	
3133ELWD2	FFCB	04/03/2020	564,163.80	841.61	0.00	176.57
	Note	04/08/2020	0.00	0.00	0.00	
	0.375% Due 04/08/2022	565,000.00	0.00	1,018.18	0.00	
			564,163.80	176.57	176.57	
3135G04Q3	FNMA	05/20/2020	643,058.55	443.44	0.00	134.37
	Note	05/22/2020	0.00	0.00	0.00	
	0.25% Due 05/22/2023	645,000.00	0.00	577.81	0.00	
			643,058.55	134.37	134.37	
3135G05G4	FNMA	07/08/2020	558,796.00	198.33	0.00	116.67
	Note	07/10/2020	0.00	0.00	0.00	
	0.25% Due 07/10/2023	560,000.00	0.00	315.00	0.00	
			558,796.00	116.67	116.67	
3135G06H1	FNMA	11/23/2020	579,338.80	386.67	0.00	120.83
	Note	11/25/2020	0.00	0.00	0.00	
	0.25% Due 11/27/2023	580,000.00	0.00	507.50	0.00	
			579,338.80	120.83	120.83	
3135G0N82	FNMA	01/26/2017	425,444.80	213.89	0.00	458.33
	Note	01/31/2017	0.00	0.00	0.00	
	1.25% Due 08/17/2021	440,000.00	0.00	672.22	0.00	
		•	425,444.80	458.33	458.33	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G0T78	FNMA	12/12/2017	494,215.00	4,055.56	0.00	833.33
	Note	12/13/2017	0.00	0.00	0.00	
	2% Due 10/05/2022	500,000.00	0.00	4,888.89	0.00	
			494,215.00	833.33	833.33	
3135G0U27	FNMA	07/23/2018	297,771.00	2,875.00	0.00	625.00
	Note	07/24/2018	0.00	0.00	0.00	
	2.5% Due 04/13/2021	300,000.00	0.00	3,500.00	0.00	
			297,771.00	625.00	625.00	
3135G0W33	FNMA	09/05/2019	622,825.00	4,177.52	0.00	716.15
	Note	09/06/2019	0.00	4,296.88	0.00	
	1.375% Due 09/06/2022	625,000.00	0.00	596.79	0.00	
			622,825.00	716.15	716.15	
3135G0X24	FNMA	01/16/2020	623,050.00	1,523.44	0.00	846.35
	Note	01/17/2020	0.00	0.00	0.00	
	1.625% Due 01/07/2025	625,000.00	0.00	2,369.79	0.00	
			623,050.00	846.35	846.35	
3137EADB2	FHLMC	Various	585,310.00	1,820.83	0.00	1,138.03
	Note	Various	0.00	0.00	0.00	
	2.375% Due 01/13/2022	575,000.00	0.00	2,958.86	0.00	
			585,310.00	1,138.03	1,138.03	
3137EAEN5	FHLMC	11/26/2018	593,214.00	3,300.00	0.00	1,375.00
	Note	11/27/2018	0.00	0.00	0.00	
	2.75% Due 06/19/2023	600,000.00	0.00	4,675.00	0.00	
			593,214.00	1,375.00	1,375.00	
3137EAEP0	FHLMC	06/04/2020	652,443.75	494.79	0.00	781.25
	Note	06/05/2020	0.00	0.00	0.00	
	1.5% Due 02/12/2025	625,000.00	0.00	1,276.04	0.00	
			652,443.75	781.25	781.25	
3137EAER6	FHLMC	05/05/2020	599,748.00	725.00	0.00	187.50
	Note	05/07/2020	0.00	0.00	0.00	
	0.375% Due 05/05/2023	600,000.00	0.00	912.50	0.00	
			599,748.00	187.50	187.50	
3137EAEV7	FHLMC	08/27/2020	899,037.00	43.75	0.00	187.50
	Note	08/31/2020	0.00	0.00	0.00	
	0.25% Due 08/24/2023	900,000.00	0.00	231.25	0.00	
			899,037.00	187.50	187.50	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEX3	FHLMC	09/24/2020	448,857.00	731.25	0.00	140.63
	Note	09/25/2020	0.00	834.38	0.00	
	0.375% Due 09/23/2025	450,000.00	0.00	37.50	0.00	
			448,857.00	140.63	140.63	
3137EAEY1	FHLMC	10/14/2020	627,650.10	295.31	0.00	65.63
	Note	10/16/2020	0.00	0.00	0.00	
	0.125% Due 10/16/2023	630,000.00	0.00	360.94	0.00	
			627,650.10	65.63	65.63	
3137EAEZ8	FHLMC	11/17/2020	649,467.00	523.61	0.00	135.42
	Note	11/18/2020	0.00	0.00	0.00	
	0.25% Due 11/06/2023	650,000.00	0.00	659.03	0.00	
			649,467.00	135.42	135.42	
369550BE7	General Dynamics Corp	Various	397,216.30	3,666.66	0.00	1,000.00
	Note	Various	0.00	0.00	0.00	
	3% Due 05/11/2021	400,000.00	0.00	4,666.66	0.00	
			397,216.30	1,000.00	1,000.00	
43813GAC5	Honda Auto Receivables Trust	02/17/2021	79,998.54	4.20	0.00	18.00
	2021-1 A3	02/24/2021	0.00	16.20	0.00	
	0.27% Due 04/21/2025	80,000.00	0.00	6.00	0.00	
			79,998.54	18.00	18.00	
43813KAC6	Honda Auto Receivables Trust	09/22/2020	249,963.28	33.40	0.00	77.08
	2020-3 A3	09/29/2020	0.00	77.08	0.00	
	0.37% Due 10/18/2024	250,000.00	0.00	33.40	0.00	
			249,963.28	77.08	77.08	
43813RAC1	Honda Auto Receivables	02/19/2020	69,986.28	31.31	0.00	93.92
	2020-1 A3	02/26/2020	0.00	93.92	0.00	
	1.61% Due 04/22/2024	70,000.00	0.00	31.31	0.00	
			69,986.28	93.92	93.92	
43814UAG4	Honda Auto Receivables Trust	05/22/2018	45,089.82	49.01	0.00	103.50
	2018-2 A3	05/30/2018	0.00	113.10	0.00	
	3.01% Due 05/18/2022	36,256.24	8,834.37	39.41	0.00	
			36,255.45	103.50	103.50	
43815HAC1	Honda Auto Receivables Trust	08/21/2018	88,854.96	72.82	0.00	209.25
	2018-3 A3	08/28/2018	0.00	218.47	0.00	
	2.95% Due 08/22/2022	77,611.64	11,253.97	63.60	0.00	
			77,600.99	209.25	209.25	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815NAC8	Honda Auto Receivables Trust	08/20/2019	99,999.17	79.11	0.00	148.33
	2019-3 A3	08/27/2019	0.00	148.33	0.00	
	1.78% Due 08/15/2023	100,000.00	0.00	79.11	0.00	
			99,999.17	148.33	148.33	
459058GQ0	Intl. Bank Recon & Development	01/26/2021	481,473.00	5,062.50	0.00	937.50
	Note	01/28/2021	0.00	5,625.00	0.00	
	2.5% Due 03/19/2024	450,000.00	0.00	375.00	0.00	
			481,473.00	937.50	937.50	
459058JM6	Intl. Bank Recon & Development	11/17/2020	319,312.00	215.56	0.00	66.66
	Note	11/24/2020	0.00	0.00	0.00	
	0.25% Due 11/24/2023	320,000.00	0.00	282.22	0.00	
			319,312.00	66.66	66.66	
46625HJE1	JP Morgan Chase	12/19/2019	413,076.00	5,705.56	0.00	1,083.33
	Note	12/24/2019	0.00	6,500.00	0.00	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	3.25% Due 09/23/2022	400,000.00	0.00	288.89	0.00	
	, ,	,	413,076.00	1,083.33	1,083.33	
477870AC3	John Deere Owner Trust	07/16/2019	114,975.59	112.96	0.00	204.42
	2019-B A3	07/24/2019	0.00	211.79	0.00	
	2.21% Due 12/15/2023	107,505.50	7,492.91	105.59	0.00	
			107,482.68	204.42	204.42	
47787NAC3	John Deere Owner Trust	07/14/2020	74,988.57	17.00	0.00	31.88
	2020-B A3	07/22/2020	0.00	31.88	0.00	
	0.51% Due 11/15/2024	75,000.00	0.00	17.00	0.00	
			74,988.57	31.88	31.88	
47788UAC6	John Deere Owner Trust	03/02/2021	0.00	0.00	0.00	24.15
	2021-A A3	03/10/2021	114,977.90	0.00	0.00	
	0.36% Due 09/15/2025	115,000.00	0.00	24.15	0.00	
			114,977.90	24.15	24.15	
47789KAC7	John Deere Owner Trust	03/04/2020	169,989.61	83.11	0.00	155.83
	2020-A A3	03/11/2020	0.00	155.83	0.00	
	1.1% Due 08/15/2024	170,000.00	0.00	83.11	0.00	
			169,989.61	155.83	155.83	
65479JAD5	Nissan Auto Receivables Owner	10/16/2019	359,980.99	308.80	0.00	579.00
	2019-C A3	10/23/2019	0.00	579.00	0.00	3.3.00
	1.93% Due 07/15/2024	360,000.00	0.00	308.80	0.00	
	, ,	,	359,980.99	579.00	579.00	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
68389XBK0	Oracle Corp	10/26/2017	395,816.00	3,504.44	0.00	633.34
	Callable Note Cont 8/15/2021	10/31/2017	0.00	3,800.00	0.00	
	1.9% Due 09/15/2021	400,000.00	0.00	337.78	0.00	
			395,816.00	633.34	633.34	
69353RFE3	PNC Bank	04/24/2018	385,792.00	898.33	0.00	816.67
	Callable Note Cont 6/28/2022	04/26/2018	0.00	0.00	0.00	
	2.45% Due 07/28/2022	400,000.00	0.00	1,715.00	0.00	
			385,792.00	816.67	816.67	
808513BN4	Charles Schwab Corp	03/16/2021	0.00	0.00	0.00	50.10
	Callable Note Cont 2/18/2024	03/18/2021	184,907.50	0.00	0.00	
	0.75% Due 03/18/2024	185,000.00	0.00	50.10	0.00	
	• •	·	184,907.50	50.10	50.10	
857477AV5	State Street Bank	07/12/2017	396,056.00	2,210.00	0.00	650.00
	Note	07/17/2017	0.00	0.00	0.00	000.00
	1.95% Due 05/19/2021	400,000.00	0.00	2,860.00	0.00	
	, ,	,	396,056.00	650.00	650.00	
89232HAC9	Toyota Auto Receivable Own	06/17/2020	245,531.25	177.07	0.00	332.00
	2020-A A3	06/19/2020	0.00	332.00	0.00	
	1.66% Due 05/15/2024	240,000.00	0.00	177.07	0.00	
			245,531.25	332.00	332.00	
89236TFS9	Toyota Motor Credit Corp	05/20/2019	411,444.00	1,972.78	0.00	1,116.66
	Note	05/22/2019	0.00	0.00	0.00	
	3.35% Due 01/08/2024	400,000.00	0.00	3,089.44	0.00	
			411,444.00	1,116.66	1,116.66	
89236XAC0	Toyota Auto Receivables	10/06/2020	99,981.37	15.56	0.00	29.17
	2020-D A3	10/13/2020	0.00	29.17	0.00	
	0.35% Due 01/15/2025	100,000.00	0.00	15.56	0.00	
			99,981.37	29.17	29.17	
89237VAB5	Toyota Auto Receivables Trust	07/21/2020	154,988.07	30.31	0.00	56.83
	2020-C A3	07/27/2020	0.00	56.83	0.00	
	0.44% Due 10/15/2024	155,000.00	0.00	30.31	0.00	
			154,988.07	56.83	56.83	
89238KAD4	Toyota Auto Receivables Trust	Various	12,030.52	8.41	0.00	10.97
	, 2017-D A3	Various	0.00	19.38	0.00	
	Due 01/18/2022	0.00	12,030.52	0.00	0.00	
			0.00	10.97	10.97	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89240BAC2	Toyota Auto Receivables Owners	02/02/2021	289,946.18	48.17	0.00	62.83
	2021-A A3	02/08/2021	0.00	77.49	0.00	
	0.26% Due 05/15/2025	290,000.00	0.00	33.51	0.00	
			289,946.18	62.83	62.83	
91159HHX1	US Bancorp	03/25/2021	0.00	0.00	0.00	60.00
	Callable Note Cont 6/28/2024	03/29/2021	475,276.50	(1,770.00)	0.00	
	2.4% Due 07/30/2024	450,000.00	0.00	1,830.00	0.00	
			475,276.50	60.00	60.00	
9128284D9	US Treasury	12/27/2018	448,505.86	4,697.80	0.00	957.94
	Note	12/28/2018	0.00	5,625.00	0.00	
	2.5% Due 03/31/2023	450,000.00	0.00	30.74	0.00	
			448,505.86	957.94	957.94	
912828G53	US Treasury	08/28/2017	604,994.20	2,812.50	0.00	958.10
	Note	08/29/2017	0.00	0.00	0.00	
	1.875% Due 11/30/2021	600,000.00	0.00	3,770.60	0.00	
			604,994.20	958.10	958.10	
912828L24	US Treasury	09/06/2018	435,445.31	22.93	0.00	710.77
	Note	09/07/2018	0.00	0.00	0.00	
	1.875% Due 08/31/2022	450,000.00	0.00	733.70	0.00	
			435,445.31	710.77	710.77	
912828M80	US Treasury	04/11/2019	593,554.69	3,000.00	0.00	1,021.98
	Note	04/15/2019	0.00	0.00	0.00	
	2% Due 11/30/2022	600,000.00	0.00	4,021.98	0.00	
			593,554.69	1,021.98	1,021.98	
912828Q37	US Treasury	04/27/2017	221,414.81	1,174.45	0.00	171.53
	Note	04/28/2017	0.00	1,345.98	0.00	
	Due 03/31/2021	0.00	221,414.81	0.00	0.00	
			0.00	171.53	171.53	
912828Q78	US Treasury	05/25/2017	494,650.11	2,298.00	0.00	333.49
	Note	05/31/2017	0.00	1,130.39	0.00	
	1.375% Due 04/30/2021	260,000.00	237,432.05	1,501.10	0.00	
			257,218.06	333.49	333.49	
912828S76	US Treasury	08/28/2018	573,375.00	540.75	0.00	578.03
	Note	08/29/2018	0.00	0.00	0.00	
	1.125% Due 07/31/2021	600,000.00	0.00	1,118.78	0.00	
		•	573,375.00	578.03	578.03	

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828TY6	US Treasury	03/03/2020	614,484.38	2,854.97	0.00	834.95
	Note	03/04/2020	0.00	0.00	0.00	
	1.625% Due 11/15/2022	600,000.00	0.00	3,689.92	0.00	
			614,484.38	834.95	834.95	
912828V72	US Treasury	09/17/2018	435,744.14	675.93	0.00	722.55
	Note	09/18/2018	0.00	0.00	0.00	
	1.875% Due 01/31/2022	450,000.00	0.00	1,398.48	0.00	
			435,744.14	722.55	722.55	
912828W71	US Treasury	12/05/2019	229,640.63	1,996.57	0.00	407.12
	Note	12/06/2019	0.00	2,390.63	0.00	
	2.125% Due 03/31/2024	225,000.00	0.00	13.06	0.00	
			229,640.63	407.12	407.12	
912828W89	US Treasury	04/26/2018	580,593.75	4,697.80	0.00	957.94
	Note	04/30/2018	0.00	5,625.00	0.00	
	1.875% Due 03/31/2022	600,000.00	0.00	30.74	0.00	
			580,593.75	957.94	957.94	
912828WE6	US Treasury	07/22/2019	624,000.00	4,831.49	0.00	1,412.99
	Note	07/23/2019	0.00	0.00	0.00	
	2.75% Due 11/15/2023	600,000.00	0.00	6,244.48	0.00	
			624,000.00	1,412.99	1,412.99	
912828WN6	US Treasury	04/29/2019	546,755.86	2,750.00	0.00	788.46
	Note	04/30/2019	0.00	2,868.13	0.00	
	2% Due 05/31/2021	100,000.00	447,345.70	670.33	0.00	
			99,410.16	788.46	788.46	
912828ZA1	US Treasury	03/24/2020	709,925.78	21.40	0.00	663.38
	Note	03/25/2020	0.00	0.00	0.00	
	1.125% Due 02/28/2022	700,000.00	0.00	684.78	0.00	
			709,925.78	663.38	663.38	
912828ZD5	US Treasury	03/24/2020	676,476.56	1,556.98	0.00	286.43
	Note	03/25/2020	0.00	1,687.50	0.00	
	0.5% Due 03/15/2023	675,000.00	0.00	155.91	0.00	
			676,476.56	286.43	286.43	
912828ZT0	US Treasury	02/25/2021	665,112.30	421.88	0.00	143.71
	Note	02/26/2021	0.00	0.00	0.00	
	0.25% Due 05/31/2025	675,000.00	0.00	565.59	0.00	
			665,112.30	143.71	143.71	

City of National City

Income Earned

Account #10162



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CBA8	US Treasury	12/28/2020	698,824.22	182.69	0.00	74.52
	Note	12/29/2020	0.00	0.00	0.00	
	0.125% Due 12/15/2023	700,000.00	0.00	257.21	0.00	
			698,824.22	74.52	74.52	
91282CBE0	US Treasury	01/28/2021	548,990.23	85.46	0.00	58.88
	Note	01/29/2021	0.00	0.00	0.00	
	0.125% Due 01/15/2024	550,000.00	0.00	144.34	0.00	
			548,990.23	58.88	58.88	
931142EJ8	Wal-Mart Stores	07/02/2018	402,052.00	2,361.11	0.00	1,041.67
	Note	07/05/2018	0.00	0.00	0.00	•
	3.125% Due 06/23/2021	400,000.00	0.00	3,402.78	0.00	
			402,052.00	1,041.67	1,041.67	
			31,447,931.63	126,610.77	0.00	
			1,049,966.65	59,431.86	0.00	
			945,804.33	109,397.59	0.00	
Total Fixed Inco	ne	31,456,373.38	31,552,093.95	42,218.68	42,218.68	42,218.68
CASH & EQUIVA	LENT					
60934N807	Federated Investors	02/16/2021	159,077.54	0.00	0.00	2.81
	Govt Oblig Fund Inst.	02/16/2021	632,711.52	2.81	0.00	
	2010 04110 111011	123,074.58	668,714.48	0.00	0.00	
		,	123,074.58	2.81	2.81	
			159,077.54	0.00	0.00	
			632,711.52	2.81	0.00	
			668,714.48	0.00	0.00	
Total Cash & Equ	uivalent	123,074.58	123,074.58	2.81	2.81	2.81
			31,607,009.17	126,610.77	0.00	
			0-,001,0001			
			1,682,678.17	59,434.67	0.00	
				59,434.67 109,397.59	0.00 0.00	



PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of March 31, 2021

(\$000)

PARTICIPANT IFMIT FMV FMV SPAT PARTICIPANT GMY SPAT Total PARTICIPANT COUNTY 123,338 1,788,928 13,388 1,788,928 13,388 1,788,928 1,383,838 1,788,928 1,283,538 20,209 County-SPECIAL TRUST FUNDS 2,588,68 2,479,938 2,283,538 20,219 1,248 County-SPECIAL TRUST FUNDS 2,528,688 2,479,938 1,408 1,408 1,408 1,408 1,409 1,418 1,408 1,408 1,401 2,418 1,408						(4000)				
COUNTY 1,293,987 1,353,335 1,768,052 15,006 2,0079 3,005 0,006		FMV	FMV	FMV	% of		FMV	FMV	FMV	% of
COUNTY-SPECIAL TRUST FUNDS COUNTY-SPECIAL TRUST FUNDS COUNTY-SPECIAL TRUST FUNDS COUNTY-SPECIAL TRUST FUNDS COUNTY-COUNTY-COLLEGES 16,259,383 142,799 124,854 Methodulina Trainsit System 62,728 56,260 47,179 0.41%	PARTICIPANT	01/31/21	02/28/21	03/31/21	Total	PARTICIPANT	01/31/21	02/28/21	03/31/21	Total
Non-County Investment Fund \$1,9,382 13,6,33 34,279 1,248 Metropolitan Transit System \$6,258 \$5,260 \$7,179 0.148 \$1,000 0.008 \$1,000	COUNTY	1,293,987	1,353,335	1,768,052	15.30%	Leucadia Wastewater District	7,998	8,026	7,987	0.07%
Mission Resource Conservation District 103 105 100	COUNTY - SPECIAL TRUST FUNDS	2,508,656	2,452,933	2,335,530	20.21%	Lower Sweetwater FPD	602	497	506	0.00%
COMMUNITY COLLEGES	NON-COUNTY INVESTMENT FUNDS	129,282	136,633	142,799	1.24%	Metropolitan Transit System	62,528	56,260	47,179	0.41%
No. Control Course February Course Cou	SCHOOLS - (K THRU 12)	5,659,043	5,233,983	5,148,957	44.55%	Mission Resource Conservation District	103	105	100	0.00%
San Diego						North County Transit District	28,167	28,272	30,133	0.26%
Marca	COMMUNITY COLLEGES					North County Cemetery District	7,527	7,620	7,594	0.07%
Niracotsta 365,751 355,425 346,637 3.00% Otay Water District 41,367 41,521 41,321 0.30% 2004	San Diego	164,202	129,144	117,938	1.03%	North County Dispatch	5,232	5,654	5,728	0.05%
Palamar	Grossmont-Cuyamaca	140,383	137,871	134,617	1.16%	North County FPD	3,787	3,285	2,973	0.03%
	MiraCosta	365,751	355,425	346,637	3.00%	Otay Water District	41,367	41,521	41,317	0.36%
Total Community Colleges	Palomar	246,110	231,957	230,238	1.99%	Palomar Health Care District*	0	0	0	0.00%
Ramona Cemetery District 1,026 1,004 985 0.01% 1,005 1,004 985 0.01% 1,005	Southwestern	158,381	137,868	175,469	1.52%	Pomerado Cemetery District	2,175	2,153	2,176	0.02%
FIRST 5 COMMISSION	Total Community Colleges	1,074,827	992,265	1,004,898	8.69%	Public Agencies Self-Insurance System	3,500	3,514	3,497	0.03%
SANCAL 30 33 33 33 30 30 33 33 30						Ramona Cemetery District	1,026	1,004	985	0.01%
SDCERA 2,140 7,752 2,156 0,02% Rincon del Diablo Municipal Water District 6,833 6,860 6,826 0,06% 5ANDAG 134,800 128,754 238,417 2,06% 5ANDAG 262,638 265,516 273,833 2,37% Chula Vista 81,275 141,836 149,223 1.29% San Diego Housing Commission 22,155 22,242 22,133 0,19% Coronado 38,183 38,319 53,131 0,06% San Diego Geographic Information Source 1,191 865 816 0,01%	FIRST 5 COMMISSION	47,084	44,706	47,820	0.41%	Rancho Santa Fe FPD	9,762	9,631	8,456	0.07%
CITIES	SANCAL	30	33	33	0.00%	Resource Conservation District of Greater SD*	0	0	0	0.00%
CITIES	SDCERA	2,140	7,752	2,156	0.02%	Rincon del Diablo Municipal Water District	6,833	6,860	6,826	0.06%
Chula Vista S1,275 141,836 149,223 1.29% San Diego Housing Commission 22,155 22,242 22,133 0.19% Coronado 38,183 38,319 53,131 0.46% San Diego Geographic Information Source 1,191 865 816 0.01% Del Mar 2,772 2,783 2,769 0.02% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% El Cajon 1 1 0 0.00% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.04% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.04% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.04% San Diego Regional Training Center 617 429 379 0.00% National City 36,369 36,512 36,332 0.31% San Diego Regional Training Center 617 429 379 0.00% San Marcos FPD 1 1 1 1 1 1 0.00% San Marcos FPD 1 1 1 1 1 1 0.00% San Marcos FPD 1 16,291 16,353 11,584 0.14% San Diego Regional Training Center FPD 16,291 16,353 15,842 0.14% San Diego Regional Training Center FPD 16,291 16,353 15,842 0.14% San Diego Regional Training Center FPD 16,291 16,353 15,842 0.14% San Diego Regional Training Center FPD 16,291 16,353 15,842 0.14% San Diego Regional Training Center FPD 16,291 16,353 15,842 0.14% 0.00% San Marcos FPD 16,291 16,353 15,842 0.14% 0.14% San Diego Regional Training Center FPD 16,291 16,353 15,842 0.14% 0.1						SANDAG	134,800	128,754	238,417	2.06%
Coronado 38,183 38,319 53,131 0.46% San Diego Geographic Information Source 1,191 865 816 0.01% Del Mar 2,772 2,783 2,769 0.02% San Diego Law Library 4,719 4,818 4,263 0.04% Cappella 4,200 0.00% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.40% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Cappella 2,058 1,909 0.02% Cappella 2,058 1,909 0.02% Cappella 2,058 2,058 1,909 0.02% Cappella 2,058 2,058 1,909 0.00% Cappella 2,058	CITIES					SD County Regional Airport Authority	262,638	265,516	273,833	2.37%
Coronado 38,183 38,319 53,131 0.46% San Diego Geographic Information Source 1,191 865 816 0.01% Del Mar 2,772 2,783 2,769 0.02% San Diego Law Library 4,719 4,818 4,263 0.04% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.04% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.04% San Diego Local Agency Formation Comm 2,173 2,058 1,909 0.02% Encinitas 4,204 4,220 4,200 0.04% San Diego Regional Training Center 617 429 379 0.00% National City 36,369 36,512 36,332 0.31% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% San Diego Regional Training Center 617 429 379 0.00% 4189 Center PPD 16,291	Chula Vista	81,275	141,836	149,223	1.29%	San Diego Housing Commission	22,155	22,242	22,133	0.19%
Del Mar Cajor Ca	Coronado	38,183	38,319	53,131	0.46%			865	816	0.01%
Recinitias	Del Mar	2,772	2,783	2,769	0.02%	San Diego Law Library	4,719	4,818	4,263	0.04%
National City 36,369 36,512 36,332 0.31% San Dieguito River Park 1,070 975 953 0.01% Oceanside* 10 0 0 0.00% San Marcos FPD 1 1 1 1 1 0.00% San Miguel Consolidated FPD 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291 16,291 16,291 16,291 16,353 15,842 0.14% San Miguel Consolidated FPD 16,291	El Cajon	1	1	0	0.00%	San Diego Local Agency Formation Comm	2,173	2,058	1,909	0.02%
Oceanside* 0 0 0.00% San Marcos FPD 1 1 1 0.00% Solana Beach* 0 0 0 0.00% San Marcos FPD 16,291 16,353 15,842 0.14% INDEPENDENT AGENCIES Company of the property of the prope	Encinitas	4,204	4,220	4,200	0.04%	San Diego Regional Training Center	617	429	379	0.00%
Solana Beach* 0 0 0 0.00% San Miguel Consolidated FPD 16,291 16,353 15,842 0.14% INDEPENDENT AGENCIES Serra Cooperative Library System 0 0 0 0 0.00% Air Pollution Control District 0 0 70,571 0.61% Upper San Luis Rey Resource Conserv Dist 76 76 76 0.00% Alpine FPD 2,003 1,911 2,035 0.02% Vallectios Water District 5,540 5,562 5,535 0.05% Bonita-Sunnyside FPD 6,356 5,097 5,177 0.04% Valley Center FPD 1,750 1,612 1,571 0.01% Borrego Springs FPD 1,596 1,504 1,370 0.01% Valley Center Cemetery District 412 415 444 0.00% Canebrake County Water District 15 55 55 55 0.00% Valley Center Water District 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0 <td>National City</td> <td>36,369</td> <td>36,512</td> <td>36,332</td> <td>0.31%</td> <td>San Dieguito River Park</td> <td>1,070</td> <td>975</td> <td>953</td> <td>0.01%</td>	National City	36,369	36,512	36,332	0.31%	San Dieguito River Park	1,070	975	953	0.01%
Santa Fe Irrigation District 4,510 4,528 4,506 0.04%	Oceanside*	0	0	0	0.00%	San Marcos FPD	1	1	1	0.00%
INDEPENDENT AGENCIES Serra Cooperative Library System 0 0 0 0.00% Air Pollution Control District 0 70,571 0.61% Upper San Luis Rey Resource Conserv Dist 76 76 76 0.00% Alpine FPD 2,003 1,911 2,035 0.02% Vallecitos Water District 5,540 5,562 5,535 0.05% Bonita-Sunnyside FPD 6,356 5,097 5,177 0.04% Valley Center FPD 1,750 1,612 1,571 0.01% Borrego Springs FPD 1,596 1,594 1,370 0.01% Valley Center Cemetery District 412 415 414 0.00% Canebrake County Water District 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0 0 0 0 <td>Solana Beach*</td> <td>0</td> <td>0</td> <td>0</td> <td>0.00%</td> <td>San Miguel Consolidated FPD</td> <td>16,291</td> <td>16,353</td> <td>15,842</td> <td>0.14%</td>	Solana Beach*	0	0	0	0.00%	San Miguel Consolidated FPD	16,291	16,353	15,842	0.14%
Air Pollution Control District 0 70,571 0.61% Upper San Luis Rey Resource Conserv Dist 76 76 76 0.00% Alpine FPD 2,003 1,911 2,035 0.02% Vallecitos Water District 5,540 5,562 5,535 0.05% Bonita-Sunnyside FPD 6,356 5,097 5,177 0.04% Valley Center FPD 1,750 1,612 1,571 0.01% Borrego Springs FPD 1,596 1,504 1,370 0.01% Valley Center Cemetery District 412 415 414 0.00% Canebrake County Water District 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 6 <t< td=""><td></td><td></td><td></td><td></td><td></td><td>Santa Fe Irrigation District</td><td>4,510</td><td>4,528</td><td>4,506</td><td>0.04%</td></t<>						Santa Fe Irrigation District	4,510	4,528	4,506	0.04%
Air Pollution Control District 0 70,571 0.61% Upper San Luis Rey Resource Conserv Dist 76 76 76 0.00% Alpine FPD 2,003 1,911 2,035 0.02% Vallecitos Water District 5,540 5,562 5,535 0.05% Bonita-Sunnyside FPD 6,356 5,097 5,177 0.04% Valley Center FPD 1,750 1,612 1,571 0.01% Borrego Springs FPD 1,596 1,504 1,370 0.01% Valley Center Cemetery District 412 415 414 0.00% Canebrake County Water District 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 6 <t< td=""><td>INDEPENDENT AGENCIES</td><td></td><td></td><td></td><td></td><td>Serra Cooperative Library System</td><td>0</td><td>0</td><td>0</td><td>0.00%</td></t<>	INDEPENDENT AGENCIES					Serra Cooperative Library System	0	0	0	0.00%
Bonita-Sunnyside FPD 6,356 5,097 5,177 0.04% Valley Center FPD 1,750 1,612 1,571 0.01% Borrego Springs FPD 1,596 1,504 1,370 0.01% Valley Center Gemetery District 412 415 414 0.00% Canebrake County Water District 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Lake Cuyamaca Rec & Park District 66 452 435 0.00% Pooled Money Fund Total \$ 11,574,711 \$ 11,129,462 \$ 11,578,840 100.00%	Air Pollution Control District	0	0	70,571	0.61%		76	76	76	0.00%
Borrego Springs FPD 1,596 1,596 1,504 1,370 0.01% Valley Center Cemetery District 412 415 414 0.00% Canebrake County Water District 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Lake Cuyamaca Rec & Park District 66 452 435 0.00% Pooled Money Fund Total \$ 11,574,711 \$ 11,129,462 \$ 11,558,840 100,00%	Alpine FPD	2,003	1,911	2,035	0.02%	Vallecitos Water District	5,540	5,562	5,535	0.05%
Canebrake County Water District 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Julian-Cuyamaca FPD 516 518 516 0.00% 435 0.00% Pooled Money Fund Total \$ 11,574,711 \$ 11,129,462 \$ 11,558,840 100,00%	Bonita-Sunnyside FPD	6,356	5,097	5,177	0.04%	Valley Center FPD	1,750	1,612	1,571	0.01%
Canebrake County Water District 55 55 55 55 0.00% Valley Center Water District 19,846 19,602 21,105 0.18% Deer Springs FPD 14,209 13,254 13,348 0.12% Vista FPD 4,717 4,066 4,046 0.04% Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Lake Cuyamaca Rec & Park District 66 452 435 0.00% Pooled Money Fund Total \$ 11,574,711 \$ 11,129,462 \$ 11,578,840 100,00%	Borrego Springs FPD	1,596	1,504	1,370	0.01%	Valley Center Cemetery District	412	415	414	0.00%
Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 2 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Julian-Cuyamaca FPD 516 518 516 0.00% 435 0.00% Pooled Money Fund Total \$ 11,574,711 11,129,462 \$ 11,578,840 100,00%		55	55	55	0.00%		19,846	19,602	21,105	0.18%
Fallbrook Public Utility District 0 0 0 0.00% Whispering Palms Community Services District* 0 0 0 0.00% Grossmont Healthcare District 2 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Julian-Cuyamaca FPD 516 518 516 0.00% 435 0.00% Pooled Money Fund Total \$ 11,574,711 11,129,462 \$ 11,558,840 100,00%	Deer Springs FPD	14,209	13,254	13,348	0.12%	Vista FPD	4,717	4,066	4,046	0.04%
Grossmont Healthcare District 2 2 2 2 0.00% Total Voluntary Participants 908,916 960,312 1,158,603 10.02% Julian-Cuyamaca FPD 516 518 516 0.00% 516 452 435 0.00% 900ed Money Fund Total \$ 11,574,711 \$ 11,129,462 \$ 11,578,840 100,00%	, •	0	0	0	0.00%	Whispering Palms Community Services District*			0	0.00%
Julian-Cuyamaca FPD 516 518 516 0.00% Lake Cuyamaca Rec & Park District 66 452 435 0.00% Pooled Money Fund Total \$ 11.574.711 \$ 11.129.463 \$ 11.558.840 100.00%	· · · · · · · · · · · · · · · · · · ·	2	2	2	0.00%		908,916	960,312	1,158,603	10.02%
Lake Cuyamaca Rec & Park District 66 452 435 0.00% Pooled Money Fund Total \$ 11 574 711 \$ 11 129 462 \$ 11 558 840 100 00%	Julian-Cuyamaca FPD	516	518	516		<i>,</i> .	•	•		
Pooled Money Fund Total \$ 11 574 711 \$ 11 179 467 \$ 11 558 840 100 00%	,	66	452	435						
	•	8,943	9,077	8,175	0.07%	Pooled Money Fund Total	5 11,574,711 \$	11,129,462 \$	11,558,840	100.00%

^{*} Footnote: The Oracle ending balances for these pool participants are under \$500. Due to rounding, the FMV will show as zero even though there is an Oracle balance.

Below is the market price for March 2021.

			Pool YTM: (0.83
Pool Market Price				
	Current Month	Prior Month	Prior Quarter	Prior Year
_	3/31/2021	2/28/2021	12/31/2020	3/31/2020
COSD Pool Market Price		100.497%	100.543%	101.179%
	11,558,839,912	11,129,461,448	12,366,434,378	10,389,378,044
SD Pool	0.3143%	0.3281%	0.2947%	0.3475%
Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
36,331,720	36,332,456	36,512,117	36,441,433	36,104,777
36,331,720	36,332,456	36,512,117	36,441,433	36,104,777
	Oracle Cash Balance 36,331,720	Current Month 3/31/2021 100.002% 11,558,839,912 SD Pool 0.3143% Oracle Cash Balance 36,331,720 Market Value 36,332,456	Current Month 3/31/2021 2/28/2021 100.002% 100.497% 11,558,839,912 11,129,461,448 SD Pool 0.3143% 0.3281% Oracle Cash Balance Market Value 36,331,720 36,332,456 36,512,117	Current Month

Thank you,

http://www.sdtreastax.com/" style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page' o:button="t"> Robabeh (Ruby) Vahedimanesh

Student worker

San Diego County Treasurer-Tax Collector's Office

Phone: 619.531.5809 | Fax: 619.531.6056 | www.sdttc.com

Good morning,

Below is the market price for Feb 2021.

National City				Pool YTM: 0	.89
Conversion of Oracle Cash Balance to COSD	Pool Market Price				
Month Ended February 28, 2021		Current Month	Prior Month	Prior Quarter	Prior Year
		2/28/2021	1/31/2021	11/30/2020	2/29/2020
COSD Pool Market Price		100.497%	100.240%	100.540%	100.120%
COSD Pool Market Value		11,129,461,448	11,574,711,077	10,524,410,956	10,166,427,750
National City percentage of MV share in C	OSD Pool	0.3281%	0.3142%	0.3462%	0.3513%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,331,720	36,512,117	36,368,995	36,440,429	35,714,661
Total for National City	36,331,720	36,512,117	36,368,995	36,440,429	35,714,661

Thank you,

http://www.sdtreastax.com/" style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-left:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> Robabeh (Ruby) Vahedimanesh
Student worker

San Diego County Treasurer-Tax Collector's Office

Phone: 619.531.5809 | Fax: 619.531.6056 | www.sdttc.com

Below is the market price for January 2021.

National City				Pool YTM: 0.894	
Conversion of Oracle Cash Balance to COSI	Pool Market Price				
Month Ended January 31, 2021		Current Month		Prior Quarter	Prior Year
		1/31/2021	12/31/2020	10/31/2020	1/31/2020
COSD Pool Market Price		100.240%	100.543%	100.636%	100.2849
COSD Pool Market Value	11,574,711,077	12,366,434,378	10,280,461,837	10,378,802,888	
National City percentage of MV share in C	COSD Pool	0.3142%	0.2947%	0.3544%	0.34529
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	36,281,918	36,368,995	36,441,433	36,434,565	35,825,247
Total for National City	36,281,918	36,368,995	36,441,433	36,434,565	35,825,247

Thank you,

http://www.sdtreastax.com/" style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> Robabeh (Ruby) Vahedimanesh
Student worker

San Diego County Treasurer-Tax Collector's Office

Phone: 619.531.5809 | Fax: 619.531.6056 | www.sdttc.com



California State Treasurer **Fiona Ma, CPA**

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 May 03, 2021

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PMIA Average Monthly
Yields

CITY OF NATIONAL CITY

FINANCE DIRECTOR 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397

Tran Type Definitions

Account Number: 98-37-576

March 2021 Statement

Account Summary

Total Deposit: 0.00 Beginning Balance: 10,468,211.02

Total Withdrawal: 0.00 Ending Balance: 10,468,211.02

California State Treasurer **Fiona Ma, CPA**

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 March 30, 2021

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PMIA Average Monthly
Yields

CITY OF NATIONAL CITY

FINANCE DIRECTOR 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397

Tran Type Definitions

//

Account Number: 98-37-576

February 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Confirm Number	n r Authorized Caller	Amount
	2/24/2021	RD	1668327	N/A	PHILLIP DAVIS	5,500,000.00
Account S	<u>summary</u>					
Total Depo	osit:		5,500,	000.00 I	Beginning Balance:	4,968,211.02
Total With	drawal:			0.00 I	Ending Balance:	10,468,211.02

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California State Treasurer **Fiona Ma, CPA**

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 February 09, 2021

LAIF Home
PMIA Average Monthly
Yields

CITY OF NATIONAL CITY

FINANCE DIRECTOR 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397

Tran Type Definitions

//

Account Number: 98-37-576

January 2021 Statement

Effective T Date	Transaction Date	Tran Type	Confirm Number	Confir Numb	m er Authorized Caller	Amount
			1665678	N/A	SYSTEM	8,175.93
Account Su	<u>mmary</u>					
Total Deposi	it:		8,	,175.93	Beginning Balance:	4,960,035.09
Total Withdr	rawal:			0.00	Ending Balance:	4,968,211.02

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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076		10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
-	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377		0.340		0.326
$\overline{}$	0.300	0.286	0.285	0.264	0.245		0.267	0.271	0.257	0.266	0.263	0.264
$\overline{}$	0.244	0.236	0.236	0.283	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
-	0.202	0.467	0.506	0.263	0.290	0.299	0.588	0.614	0.634	0.654	0.678	0.400
-	0.446	0.467	0.821	0.525	0.925	0.576	1.051	1.084	1.111	1.143	1.172	1.239
-	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019		2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020		1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
02-0	1.007	1.012	1.707	1.040	1.000	1.217	0.020	J.70-4	0.000	0.020	0.070	0.040

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
202	0.458	0.407	0.357	0.339								

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State of California Pooled Money Investment Account Market Valuation 3/31/2021

Description		Carrying Cost Plus crued Interest Purch.	ı	Amortized Cost	Fair Value	Ac	crued Interest
United States Treasury:							
Bills	\$	40 274 427 064 22	\$	42,386,167,504.27	\$ 42,394,001,500.00		NA
	\$	42,371,427,061.33				\$	
Notes	Ъ	34,202,768,902.61	\$	34,199,307,567.32	\$ 34,350,877,500.00	Ъ	77,660,969.50
Federal Agency:							
SBA	\$	430,882,898.56	\$	430,882,898.56	\$ 426,901,230.13	\$	183,183.66
MBS-REMICs	\$	10,914,640.74	\$	10,914,640.74	\$ 11,455,602.70	\$	50,572.13
Debentures	\$	4,617,914,812.55	\$	4,616,241,436.15	\$ 4,623,536,650.00	\$	6,528,067.50
Debentures FR	\$	-	\$	-	\$ -	\$	-
Debentures CL	\$	500,000,000.00	\$	500,000,000.00	\$ 498,031,000.00	\$	360,389.00
Discount Notes	\$	13,676,588,570.50	\$	13,680,511,421.91	\$ 13,681,807,880.00		NA
Supranational Debentures	\$	946,090,189.30	\$	945,751,647.64	\$ 944,944,800.00	\$	2 605 772 50
•	\$		H				2,605,773.50
Supranational Debentures FR	\$	200,054,814.69	\$	200,054,814.69	\$ 200,100,339.85	\$	73,545.08
CDs and YCDs FR	\$	400,000,000.00	\$	400,000,000.00	\$ 400,014,000.00	\$	52,862.59
Bank Notes	\$	-	\$	-	\$ -	\$	-
CDs and YCDs	\$	14,700,000,000.00	\$	14,700,000,000.00	\$ 14,699,439,806.13	\$	8,104,736.15
Commercial Paper	\$	9,742,973,999.96	\$	9,745,946,875.03	\$ 9,745,873,276.40		NA
Corporate:							
Bonds FR	\$	-	\$	_	\$ _	\$	-
Bonds	\$	14,967,211.12	\$	14,967,211.12	\$ 14,708,550.00	\$	15,458.40
Denumehoo Ammonto	\$		\$		\$	\$	
Repurchase Agreements		-		<u> </u>	<u> </u>		-
Reverse Repurchase	\$	<u> </u>	\$	-	\$ -	\$	
Time Deposits	\$	4,219,500,000.00	\$	4,219,500,000.00	\$ 4,219,500,000.00		NA
PMIA & GF Loans	\$	693,695,000.00	\$	693,695,000.00	\$ 693,695,000.00		NA
TOTAL	\$	126,727,778,101.36	\$	126,743,941,017.43	\$ 126,904,887,135.21	\$	95,635,557.51

Fair Value Including Accrued Interest

\$ 127,000,522,692.72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.001269853). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,025,397.05 or \$20,000,000.00 x 1.001269853.

5/3/2021 Untitled Page



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND REMITTANCE ADVICE

Agency Name

NATIONAL CITY

Account Number 98-37-576

As of 04/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2021.

Earnings Ratio	.00001214175683392
Interest Rate	0.44%
Dollar Day Total	\$ 639,524,528.78
Quarter End Principal Balance	\$ 10,468,211.02
Quarterly Interest Earned	\$ 7,764.95

The following page(s) contain the backup material for Agenda Item: <u>Investment transactions</u> for the month ended April 30, 2021. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 **AGENDA ITEM NO.:** ITEM TITLE: Investment transactions for the month ended April 30, 2021. PREPARED BY: Ron Gutlan **DEPARTMENT:** Finance **PHONE:** 619-336-4346 APPROVED BY: **EXPLANATION:** In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period. The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2021. APPROVED: Min and FINANCE FINANCIAL STATEMENT: APPROVED: MIS ACCOUNT NO. NA **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION | FINAL ADOPTION | STAFF RECOMMENDATION: Accept and file the Investment Transaction Ledger for the month ended April 30, 2021. BOARD / COMMISSION RECOMMENDATION: NA **ATTACHMENTS: Investment Transaction Ledger**

Transaction Ledger

Account #10218



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/05/2021	60934N807	5,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,000.00	0.00	5,000.00	0.00
Purchase	04/05/2021	60934N807	2.58	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2.58	0.00	2.58	0.00
Purchase	04/08/2021	60934N807	1,059.38	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,059.38	0.00	1,059.38	0.00
Purchase	04/13/2021	60934N807	300,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	300,000.00	0.00	300,000.00	0.00
Purchase	04/13/2021	60934N807	3,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,750.00	0.00	3,750.00	0.00
Purchase	04/15/2021	60934N807	402,807.14	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	402,807.14	0.00	402,807.14	0.00
Purchase	04/15/2021	60934N807	62.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	62.83	0.00	62.83	0.00
Purchase	04/15/2021	60934N807	148.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	148.33	0.00	148.33	0.00
Purchase	04/15/2021	60934N807	56.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	56.83	0.00	56.83	0.00
Purchase	04/15/2021	60934N807	29.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	29.17	0.00	29.17	0.00
Purchase	04/15/2021	60934N807	332.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	332.00	0.00	332.00	0.00
Purchase	04/15/2021	60934N807	579.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	579.00	0.00	579.00	0.00
Purchase	04/15/2021	60934N807	155.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	155.83	0.00	155.83	0.00
Purchase	04/15/2021	60934N807	45.76	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	45.76	0.00	45.76	0.00
Purchase	04/15/2021	60934N807	31.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	31.88	0.00	31.88	0.00
Purchase	04/15/2021	60934N807	10,581.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,581.92	0.00	10,581.92	0.00

Transaction Ledger

Account #10218



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2021	90LAIF\$00	7,764.95	Local Agency Investment Fund State Pool	1.000	0.35%	7,764.95	0.00	7,764.95	0.00
Purchase	04/16/2021	60934N807	393.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	393.75	0.00	393.75	0.00
Purchase	04/19/2021	60934N807	77.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	77.08	0.00	77.08	0.00
Purchase	04/19/2021	60934N807	9,975.96	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,975.96	0.00	9,975.96	0.00
Purchase	04/21/2021	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	93.92	0.00	93.92	0.00
Purchase	04/21/2021	60934N807	13,607.48	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	13,607.48	0.00	13,607.48	0.00
Purchase	04/23/2021	60934N807	18.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	04/30/2021	60934N807	260,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	260,000.00	0.00	260,000.00	0.00
Purchase	04/30/2021	60934N807	1,787.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,787.50	0.00	1,787.50	0.00
Purchase	04/30/2021	91282CBV2	650,000.00	US Treasury Note 0.375% Due 4/15/2024	100.090	0.34%	650,583.98	99.90	650,683.88	0.00
Subtotal			1,668,361.29				1,668,945.27	99.90	1,669,045.17	0.00
Security Contribution	04/30/2021	90SDCP\$00	175,000.00	County of San Diego Pooled Investment Pool	1.000		175,000.00	0.00	175,000.00	0.00
Subtotal			175,000.00				175,000.00	0.00	175,000.00	0.00
TOTAL ACQUIS	ITIONS		1,843,361.29				1,843,945.27	99.90	1,844,045.17	0.00
DISPOSITIONS										
Sale	04/15/2021	68389XBK0	110,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	100.542	0.60%	110,596.20	174.17	110,770.37	1,746.80

Transaction Ledger

Account #10218



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	04/15/2021	68389XBK0	290,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	100.544	0.59%	291,577.60	459.17	292,036.77	4,611.00
Sale	04/30/2021	60934N807	650,683.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	650,683.88	0.00	650,683.88	0.00
Subtotal			1,050,683.88				1,052,857.68	633.34	1,053,491.02	6,357.80
Paydown	04/15/2021	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	148.33	148.33	0.00
Paydown	04/15/2021	477870AC3	10,383.93	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		10,383.93	197.99	10,581.92	2.20
Paydown	04/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	31.88	31.88	0.00
Paydown	04/15/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	45.76	45.76	0.00
Paydown	04/15/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	155.83	155.83	0.00
Paydown	04/15/2021	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	579.00	579.00	0.00
Paydown	04/15/2021	89232HAC9	0.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		0.00	332.00	332.00	0.00
Paydown	04/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	29.17	29.17	0.00
Paydown	04/15/2021	89237VAB5	0.00	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		0.00	56.83	56.83	0.00
Paydown	04/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		0.00	62.83	62.83	0.00
Paydown	04/19/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	77.08	77.08	0.00

Transaction Ledger

Account #10218



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS	5								
Paydown	04/19/2021	43814UAG4	9,885.02	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000	9,885.02	90.94	9,975.96	0.22
Paydown	04/21/2021	43813RAC1	0.00	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000	0.00	93.92	93.92	0.00
Paydown	04/21/2021	43815HAC1	13,416.68	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000	13,416.68	190.80	13,607.48	1.84
Paydown	04/23/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000	0.00	18.00	18.00	0.00
Subtotal			33,685.63			33,685.63	2,110.36	35,795.99	4.26
Maturity	04/13/2021	3135G0U27	300,000.00	FNMA Note 2.5% Due 4/13/2021	100.000	300,000.00	0.00	300,000.00	2,229.00
Maturity	04/30/2021	912828Q78	260,000.00	US Treasury Note 1.375% Due 4/30/2021	100.000	260,000.00	0.00	260,000.00	2,781.94
Subtotal			560,000.00			560,000.00	0.00	560,000.00	5,010.94
TOTAL DISPOS	SITIONS		1,644,369.51			1,646,543.31	2,743.70	1,649,287.01	11,373.00
OTHER TRANS	SACTIONS								
Interest	04/05/2021	3135G0T78	500,000.00	FNMA Note 2% Due 10/5/2022	0.000	5,000.00	0.00	5,000.00	0.00
Interest	04/08/2021	3133ELWD2	565,000.00	FFCB Note 0.375% Due 4/8/2022	0.000	1,059.38	0.00	1,059.38	0.00
Interest	04/13/2021	3135G0U27	300,000.00	FNMA Note 2.5% Due 4/13/2021	0.000	3,750.00	0.00	3,750.00	0.00
Interest	04/16/2021	3137EAEY1	630,000.00	FHLMC Note 0.125% Due 10/16/2023	0.000	393.75	0.00	393.75	0.00
Interest	04/30/2021	912828Q78	260,000.00	US Treasury Note 1.375% Due 4/30/2021	0.000	1,787.50	0.00	1,787.50	0.00
Subtotal			2,255,000.00			11,990.63	0.00	11,990.63	0.00

Transaction Ledger

Account #10218



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANS	ACTIONS								
Dividend	04/05/2021	60934N807	123,074.58	Federated Investors Govt Oblig Fund Inst.	0.000	2.58	0.00	2.58	0.00
Dividend	04/15/2021	90LAIF\$00	639,524,528.78	Local Agency Investment Fund State Pool	0.000	7,764.95	0.00	7,764.95	0.00
Subtotal			639,647,603.36			7,767.53	0.00	7,767.53	0.00
TOTAL OTHER	TRANSACTIONS		641,902,603.36			19,758.16	0.00	19,758.16	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #44 for the period of 4/28/21 through 5/04/21 in the amount of \$2,430,569.71. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

ITEM TITLE: Warrant Register #44 for the (Finance)	ne period of 4/28/21	through 5/04/21 in	the amount of \$2,430,569.	71.
	Code 37208, below a	AF are the payments is	PPROVED BY: ssued for period 4/28/21 - 5/e all payments above \$50,0	
<u>Vendor</u>	Check/Wire	Amount	Explanation	
No Wa	arrants over \$50,000	O processed for this	s period	
FINANCIAL STATEMENT: ACCOUNT NO.		APPROVE APPROVE	D: Mup an X-	_ FINANCE _ MIS
Warrant total \$2,430,569.71				
ENVIRONMENTAL REVIEW	<u>/:</u>			
This is not a project and, the	nerefore, not subjec	t to environmental ı	review.	
ORDINANCE: INTRODUC	CTION FINAL	ADOPTION		
STAFF RECOMMENDATION Ratify warrants totaling \$2				
BOARD / COMMISSION RE	COMMENDATION:			
ATTACHMENTS:				
Warrant Register # 44				

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PAYEE	DESCRIPTION	CHK NO	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - MAY 2021	352406	5/4/21	110.00
BEARD	RETIREE HEALTH BENEFITS - MAY 2021	352407	5/4/21	70.00
BECK	RETIREE HEALTH BENEFITS - MAY 2021	352408	5/4/21	140.00
BISHOP	RETIREE HEALTH BENEFITS - MAY 2021	352409	5/4/21	110.00
BOEGLER	RETIREE HEALTH BENEFITS - MAY 2021	352410	5/4/21	260.00
BULL	RETIREE HEALTH BENEFITS - MAY 2021	352411	5/4/21	580.00
CAMEON	RETIREE HEALTH BENEFITS - MAY 2021	352412	5/4/21	400.00
CARRILLO	RETIREE HEALTH BENEFITS - MAY 2021	352413	5/4/21	290.00
COLE	RETIREE HEALTH BENEFITS - MAY 2021	352414	5/4/21	165.00
COLLINSON	RETIREE HEALTH BENEFITS - MAY 2021	352415	5/4/21	420.00
CONDON	RETIREE HEALTH BENEFITS - MAY 2021	352416	5/4/21	280.00
CORDERO	RETIREE HEALTH BENEFITS - MAY 2021	352417	5/4/21	520.00
DALLA	RETIREE HEALTH BENEFITS - MAY 2021	352418	5/4/21	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - MAY 2021	352419	5/4/21	250.00
DEESE	RETIREE HEALTH BENEFITS - MAY 2021	352420	5/4/21	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - MAY 2021	352421	5/4/21	110.00
DIAZ	RETIREE HEALTH BENEFITS - MAY 2021	352422	5/4/21	680.00
DILLARD	RETIREE HEALTH BENEFITS - MAY 2021	352423	5/4/21	480.00
DREDGE	RETIREE HEALTH BENEFITS - MAY 2021	352424	5/4/21	250.00
EISER III	RETIREE HEALTH BENEFITS - MAY 2021	352425	5/4/21	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - MAY 2021	352426	5/4/21	620.00
ETZLER	RETIREE HEALTH BENEFITS - MAY 2021	352427	5/4/21	460.00
FABINSKI	RETIREE HEALTH BENEFITS - MAY 2021	352428	5/4/21	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2021	352429	5/4/21	270.00
FIFIELD	RETIREE HEALTH BENEFITS - MAY 2021	352430	5/4/21	540.00
GAUT	RETIREE HEALTH BENEFITS - MAY 2021	352431	5/4/21	700.00
GELSKEY	RETIREE HEALTH BENEFITS - MAY 2021	352432	5/4/21	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - MAY 2021	352433	5/4/21	120.00
GONZALES	RETIREE HEALTH BENEFITS - MAY 2021	352434	5/4/21	480.00
HANSON	RETIREE HEALTH BENEFITS - MAY 2021	352435	5/4/21	135.00
HARLAN	RETIREE HEALTH BENEFITS - MAY 2021	352436	5/4/21	500.00
HAUG	RETIREE HEALTH BENEFITS - MAY 2021	352437	5/4/21	120.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2021	352438	5/4/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2021	352439	5/4/21	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2021	352440	5/4/21	400.00
HODGES	RETIREE HEALTH BENEFITS - MAY 2021	352441	5/4/21	200.00
IBARRA	RETIREE HEALTH BENEFITS - MAY 2021	352442	5/4/21	780.00
JONES	RETIREE HEALTH BENEFITS - MAY 2021	352443	5/4/21	60.00
JONES	RETIREE HEALTH BENEFITS - MAY 2021	352444	5/4/21	480.00
JUNIEL	RETIREE HEALTH BENEFITS - MAY 2021	352445	5/4/21	50.00
KIMBLE	RETIREE HEALTH BENEFITS - MAY 2021	352446	5/4/21	300.00
KLOS	RETIREE HEALTH BENEFITS - MAY 2021	352447	5/4/21	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - MAY 2021	352448	5/4/21	660.00
LEACH	RETIREE HEALTH BENEFITS - MAY 2021	352449	5/4/21	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - MAY 2021	352450	5/4/21	160.00
MATIENZO	RETIREE HEALTH BENEFITS - MAY 2021	352451	5/4/21	100.00
MCCABE	RETIREE HEALTH BENEFITS - MAY 2021	352452	5/4/21	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - MAY 2021	352453	5/4/21	290.00



MEDINA	RETIREE HEALTH BENEFITS - MAY 2021	352454	5/4/21	105.00
MEEKS	RETIREE HEALTH BENEFITS - MAY 2021	352455	5/4/21	460.00
MENDOZA	RETIREE HEALTH BENEFITS - MAY 2021	352456	5/4/21	290.00
MINER	RETIREE HEALTH BENEFITS - MAY 2021	352457	5/4/21	580.00
MORRISON	RETIREE HEALTH BENEFITS - MAY 2021	352458	5/4/21	520.00
NAGLE	RETIREE HEALTH BENEFITS - MAY 2021	352459	5/4/21	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - MAY 2021	352460	5/4/21	120.00
OLIVARES	RETIREE HEALTH BENEFITS - MAY 2021	352461	5/4/21	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - MAY 2021	352462	5/4/21	360.00
PAUU JR	RETIREE HEALTH BENEFITS - MAY 2021	352463	5/4/21	340.00
PE	RETIREE HEALTH BENEFITS - MAY 2021	352464	5/4/21	300.00
PEASE JR	RETIREE HEALTH BENEFITS - MAY 2021	352465	5/4/21	140.00
PETERS	RETIREE HEALTH BENEFITS - MAY 2021	352466	5/4/21	290.00
POST	RETIREE HEALTH BENEFITS - MAY 2021	352467	5/4/21	280.00
RAY	RETIREE HEALTH BENEFITS - MAY 2021	352468	5/4/21	190.00
ROARK	RETIREE HEALTH BENEFITS - MAY 2021	352469	5/4/21	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - MAY 2021	352470	5/4/21	260.00
RUIZ	RETIREE HEALTH BENEFITS - MAY 2021	352471	5/4/21	310.00
SANCHEZ	RETIREE HEALTH BENEFITS - MAY 2021	352472	5/4/21	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - MAY 2021	352473	5/4/21	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - MAY 2021	352474	5/4/21	480.00
SILVA	RETIREE HEALTH BENEFITS - MAY 2021	352475	5/4/21	580.00
SMITH	RETIREE HEALTH BENEFITS - MAY 2021	352476	5/4/21	320.00
SMITH	RETIREE HEALTH BENEFITS - MAY 2021	352477	5/4/21	560.00
STEWART	RETIREE HEALTH BENEFITS - MAY 2021	352478	5/4/21	200.00
STRASEN	RETIREE HEALTH BENEFITS - MAY 2021	352479	5/4/21	135.00
TIPTON	RETIREE HEALTH BENEFITS - MAY 2021	352480	5/4/21	250.00
VERRY	RETIREE HEALTH BENEFITS - MAY 2021	352481	5/4/21	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - MAY 2021	352482	5/4/21	480.00
WHITE	RETIREE HEALTH BENEFITS - MAY 2021	352483	5/4/21	230.00
YBARRA	RETIREE HEALTH BENEFITS - MAY 2021	352484	5/4/21	220.00
		RETIREE HEALT	TH BENEFIT:	26,970.00
ACE UNIFORMS & ACCESSORIES INC	FP62MN CORRECT MN NAVY PANTS FOR FY21	352485	5/4/21	247.72
ACME SAFETY & SUPPLY CORP	LIME VEST ALL SIZES	352486	5/4/21	219.13
AIRGAS USA LLC	MOP 45714 EQUIPMENT SUPPLIES - PW	352487	5/4/21	55.10
ALL FRESH PRODUCTS	COVID 19 CONSUMABLES	352488	5/4/21	969.62
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	352489	5/4/21	910.50
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	352490	5/4/21	589.09
BEST WAY PRINTING	PRINTING SERVICES	352491	5/4/21	1,109.25
CABATU	TRAINING REIM CTO CABATU / PD	352492	5/4/21	120.57
CALIFORNIA ASSOCIATION OF	CACEO COURSE / NSD	352493	5/4/21	299.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	352494	5/4/21	8,580.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	352495	5/4/21	206.37
CODDINGTON LOCK AND SECURITY	KEY TAG SOLID BRASS	352496	5/4/21	186.59
CORE ORTHOPAEDIC MEDICAL CENTE	LIABILITY CLAIM COST	352497	5/4/21	9,835.75
CORE ORTHOPAEDIC MEDICAL CENTE	LIABILITY CLAIM COST	352498	5/4/21	1,500.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	352499	5/4/21	597.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352500	5/4/21	8,966.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352501	5/4/21	7,379.78
				•



DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352502	5/4/21	6,460.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352503	5/4/21	5,160.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST 35		5/4/21	4,957.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352505	5/4/21	2,040.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352506	5/4/21	1,167.48
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	352507	5/4/21	377.00
EBIX, INC.	PROPERTY INSURANCE	352508	5/4/21	2,629.51
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	352509	5/4/21	55.27
FASTSIGNS	HARWARE TO HANG SIGN FOR FINANCE	352510	5/4/21	141.39
FITCHHORN	TRAINING ADV SUB / PD	352511	5/4/21	640.00
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES - PW	352512	5/4/21	17.70
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	352513	5/4/21	765.72
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX : APR - JUN 2	352514	5/4/21	3,030.49
HERNANDEZ	TRAINING REIM FOR DEVLPNG FOR SUCCESS	352515	5/4/21	241.13
HOME DEPOT CREDIT SERVICES	PAINTERS TOUCH SATIN SPRAY	352516	5/4/21	532.00
HUB CONSTRUCTION	SQWINCHER FRUITPUNCH (6 EA) AND LEMLIME	352517	5/4/21	61.20
L N CURTIS & SONS	XFH-1NP TFT, 4NHF SWIVEL SAFE-TAK 1250 / FIRE	352518	5/4/21	8,137.98
MAN K9 INC	MONTHLY PATROL TRAINING	352519	5/4/21	1,120.00
MICRONICHE INC	PROFESSIONAL SERVICES	352520	5/4/21	900.00
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2021	352521	5/4/21	300.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	352522	5/4/21	626.95
NITV FEDERAL SERVICES LLC	TRAINING TUITION CVSA / PD	352523	5/4/21	2,590.00
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES PD	352524	5/4/21	79.84
ORANGE COUNTY SHERIFF'S T D	TRAINING TUITION FTO FITCHHORN / PD	352525	5/4/21	130.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	352526	5/4/21	185.76
PARTS AUTHORITY METRO LLC	MOP 49078. SUPPLIES FOR EQUIPMENT	352527	5/4/21	1,002.98
PENSKE FORD	R&M CITY VEHICLES FY 2021	352528	5/4/21	437.15
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	352529	5/4/21	433.42
PRO BUILD COMPANY	MOP 45707 - SUPPLIES / FIRE	352530	5/4/21	1,074.24
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY PLACEMENT POSITION, SOA / FIRE	352531	5/4/21	1,088.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	352532	5/4/21	512.09
RAMIREZ, O	TRAINING SLI 6 RAMIREZ / PD	352533	5/4/21	438.00
RAMIREZ, O	TRAINING REIM SLI SESSION 4 / PD	352534	5/4/21	180.49
RIVERSIDE COMMUNITY	TRAINING ENROLLMENT FEE FOR COMMUNICATION	352535	5/4/21	92.00
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES - PW	352536	5/4/21	21.75
SAN DIEGO INJURY LAW CENTER	LIABILITY CLAIM COST	352537	5/4/21	34,000.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT CORADRO / PD	352538	5/4/21	43.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	352539	5/4/21	31,264.12
SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION. SUPPLIES AND PARTS FOR PARKS	352540	5/4/21	247.20
SOLORIO FILM PRODUCTIONS	MEDIA PRODUCTION	352541	5/4/21	2,500.00
SONSRAY MACHINERY LLC	TUBE AND SENDER FOR EQM	352542	5/4/21	139.25
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	352542	5/4/21	315.81
SOUTHERN CALIF TRUCK STOP SOUTHWEST SIGNAL SERVICE	MISC TASKS FOR THE MONTH OF MARCH 2021	352544	5/4/21	683.26
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - ENG	352545	5/4/21	1,202.65
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2021	352546	5/4/21	2,772.12
SWRCB	ANNUAL PERMIT FEE PARADISE CREEK WATER QTR	352547	5/4/21	509.00
SYSCO SAN DIEGO INC	COVID 19 CONSUMABLES	352548	5/4/21	608.28
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	352549	5/4/21	1,412.83
THE COUNSELING TEAM	CRISIS INTERVENTION OIS #2101911	352550	5/4/21	2,800.00



			GRAND TOTAL			\$ 2,430,569.71
9	4/6/2021	4/19/2021	4/19/2021			1,188,609.56
Pay period	Start Date	End Date	Check Date			
PAYROLL						
		4/28/2021	5/4/2021			1,031,730.30
SECTION 8 HAPS		Start Date	End Date			
					A/P Total	210,229.85
RIVERA, ANAIS		MISS NC EDUCATIONAL	PAGEANT SCHOLARSHIP	352562	5/4/21	1,215.00
WORLD OIL ENVIRON	MENTAL	NON CONFORMING OIL FILTERS		352561	5/4/21	85.00
WETMORES	/ETMORES		MOP 80333 AUTO SUPPLIES - PW		5/4/21	291.70
WESTFLEX INDUSTRIA	WESTFLEX INDUSTRIAL			352559	5/4/21	1,117.23
VULCAN MATERIALS C	/ULCAN MATERIALS COMPANY		EET FY 21	352558	5/4/21	284.19
VISTA PAINT		MOP 68834 GENERAL SI	JPPLIES - PW	352557	5/4/21	498.85
VISTA PAINT	VISTA PAINT		AL SHACKER	352556	5/4/21	6,523.91
UNITED ROTARY BRU	UNITED ROTARY BRUSH CORP		STREET SWEEPER REPAIRS AND MAINTENANCE		5/4/21	1,314.40
U.S. LEGAL SUPPORT,	INC.	LIABILITY CLAIM COST		352554	5/4/21	434.40
U.S. LEGAL SUPPORT,	S. LEGAL SUPPORT, INC.		LIABILITY CLAIM COST		5/4/21	665.90
THE LINE PRINTING CO	OMPANY INC	PRINTING SERVICES LIABILITY CLAIM COST		352552	5/4/21	2,333.24
THE COUNSELING TEA	AM INT	EMPLOYEE SUPPORT SERVICES / FIRE		352551	5/4/21	600.00

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, HEREBY CERTIFY TO THE ACCURACY OF THE AVAILABILITY OF FUNDS FOR THE PAYMENT TO CLAIMS AND DEMANDS HAVE BEEN AUDITED A	E DEMANDS LISTED ABOVE AND TO THE THEREOF AND FURTHER THAT THE ABOVE
Ohlip and	IS REQUIRED BY EAW.
PHILLIP DAVIS, FINANCE	BRAD RAULSTON, CITY MANAGER
FINANCE COM	MMITTEE
ALEJANDRA SOTELO-SOLIS,	MAYOR-CHAIRWOMAN
JOSE RODRIGUEZ, VICE-MAYOR	MARCUS BUSH, COUNCIL MEMBER
RONALD J. MORRISON, COUNCIL MEMBER	MONA RIOS, COUNCIL MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLA THE CITY TREASURER IS AUTHORIZED TO ISSU BY THE CITY COUNCIL ON THE 15 th OF JUNE, 202	JE SAID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	

ABSENT

The following page(s) contain the backup material for Agenda Item: Warrant Register #45 for the period of 5/05/21 through 5/11/21 in the amount of \$257,272.31. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

ITEM TITLE: Warrant Register #45 for the period of 5/05/21 through 5/11/21 in the amount of \$257,272.31. (Finance)					
PREPARED BY: Karla Apalategui, Senior Accounting Assistant PHONE: 619-336-4572 EXPLANATION: Per Government Section Code 37208, below are the payments issued for period 5/05/21 - 5/11/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.					
Vendor_	Check/Wire	Amount	Explanation		
City of Chula Vista	352575	106,720.00	4 th Qrt Billing / Animal Shelter / PD		
FINANCIAL STATEMENT: ACCOUNT NO.		APPROVED: APPROVED:			
Warrant total \$257,272.31.					
ENVIRONMENTAL REVIEW:					
This is not a project and, therefore, not subject to environmental review.					
ORDINANCE: INTRODUCTION FINAL ADOPTION					
STAFF RECOMMENDATION: Ratify warrants totaling \$257,272.31.					
BOARD / COMMISSION RECOMMENDATION:					
ATTACHMENTS: Warrant Register # 45					



WARRANT REGISTER # 45 5/11/2021

PAYEE	DESCRIPTION	CHK NO	<u>DATE</u>	AMOUNT
RED TRUCK FIRE & SAFETY CO	CITYWIDE, ON-SITE FIRE EXTINGUISHER SVCS	352564	5/11/21	6,898.91
ACE UNIFORMS & ACCESSORIES INC	LAPEL MICROPHONE / NSD	352565	5/11/21	124.98
ALDEMCO	FOOD NUTRITION	352566	5/11/21	2,189.10
ALL FRESH PRODUCTS	COVID 19 CONSUMABLES	352567	5/11/21	726.08
ARROWHEAD FORENSIC PRODUCTS	P&E SUPPLIES	352568	5/11/21	872.85
ASSI SECURITY INC	CARD READERS / PD	352569	5/11/21	6,790.00
ATTECA OVOTEMO LLO	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	352570	5/11/21	695.56
AZTECA SYSTEMS LLC BOB MURRAY & ASSOCIATES	WEB BASED PROGRAM TO CREATE AND MANAGE PROFESSIONAL SERVICES- EXECUTIVE SEARCH	352571 352572	5/11/21 5/11/21	200.00 13,098.47
CESNAUSKAS	REIMBURSEMENT PARAMEDIC LICENSE /FIRE	352572	5/11/21	125.50
CHARLES PALUMBO	TRAINING ADV SUB ICI HUMAN TRAFFICKING	352574	5/11/21	945.00
CITY OF CHULA VISTA	4TH QUARTER BILLING - ANIMAL SHELTER / PD	352575	5/11/21	106,720.00
COVERT MEDIA CONSULTING	TUITION / CLASS FOR PD	352576	5/11/21	590.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	352577	5/11/21	711.77
CSA SAN DIEGO COUNTY	CDBG AGREEMENT WITH CSA SAN DIEGO	352578	5/11/21	2,273.18
DELGADO	CDBG TEEN RECREATION ACTIVIVTY SUPPLIES	352579	5/11/21	64.62
D-MAX ENGINEERING INC	T&A 90442 - ENG/PW	352580	5/11/21	1,565.00
D-MAX ENGINEERING INC	CALFIRE URBAN FOREST EXPANSION - ENG/PW	352581	5/11/21	1,545.85
ESRI	ARCGIS ONLINE CREATOR / FIRE	352582	5/11/21	10,000.00
EXPERIAN	CREDIT CHECKS	352583	5/11/21	58.80
FEDEX	FOR SENDING VIA FEDEX TIME SENSITIVE AGR	352584	5/11/21	76.84
GARCIA	REIMBURSEMENT PARAMEDIC LICENSE/ FIRE	352585	5/11/21	125.50
GRANICUS	WEBSITE REDESIGN SERVICES	352586	5/11/21	3,720.00
MC CLURE JR	TRAINING ADV SUB MCLURE	352587	5/11/21	400.00
MENDOZA III MOBILE BEACON	REIMBURSEMENT EMT- LICENSE /FIRE MOBILE BEACON HOTSPOT X 55 UNITS	352588 352589	5/11/21 5/11/21	125.50 16,449.50
NEOGOV	NEOGOV ANNUAL SUBSCRIPTION RENEWAL	352599	5/11/21	10,985.31
OFFICE SOLUTIONS BUSINESS	MOP 83778/FINANCE/OFFICE SUPPLIES	352591	5/11/21	12.94
PROFESSIONAL SEARCH GROUP LLC	TEMP SVC / NSD	352592	5/11/21	3,740.00
RAMIREZ SOTELO	PARKING CITATION REFUND/OVERPAYMENT	352593	5/11/21	113.32
SAN DIEGO REGIONAL COMPUTER	ANNUAL FORENSIC SERVICE	352594	5/11/21	12,000.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	352595	5/11/21	83.08
SEAPORT MEAT COMPANY	FOOD NUTRITION	352596	5/11/21	1,663.38
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY21	352597	5/11/21	2,624.34
SMART & FINAL	CDBG YOUTH SNACKS AND SUPPLIES	352598	5/11/21	215.95
SORINEX EXERCISE EQUIPMENT INC	PO8750- SORINEX USA DUCTILE KB - 16KG	352599	5/11/21	3,801.87
SOUTH BAY COMMUNITY SERVICES	CARES ACT CDBG-CV AGREEMENT WITH SOUTH	352600	5/11/21	4,141.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFCE SUPPLIES / NSD	352601	5/11/21	116.95
STARTECH COMPUTERS	COMPUTER PERIPHERALS	352602	5/11/21	895.79
SYSCO SAN DIEGO INC	FOOD NUTRITION	352603	5/11/21	2,535.35
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE: JAN 01, 2021 TO MAR 31, 2021	352604	5/11/21	300.00
THE SHERWIN WILLIAMS CO U S BANK	SPRAY GUN / NSD	352605 352606	5/11/21 5/11/21	4,445.67
ULINE	US BANK PAYMENT P&E SUPPLIES	352606 352607	5/11/21 5/11/21	5,695.03 2,135.68
US BANK	PARS DBCP FOR MIKE DALLA REF# ALPO2A	352607	5/11/21	14,661.52
OO DUM	I AND DOOL FOR WINE DALLA REF# ALFOZA	332000	JIIIZI	14,001.32



WARRANT REGISTER # 45 5/11/2021

PAYEE	<u>DESCRIPTION</u>	CHK NO	DATE	<u>AMOUNT</u>
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	352609	5/11/21	9,378.90
WEST PAYMENT CENTER	WEST INVESTIGATIONS	352610	5/11/21	633.22
			A/P Total	257,272.31
	GRAND TO	TAL		\$ 257,272.31

Certification

HEREBY CERTIFY TO THE ACCURACY OF T	08, 372059 OF THE GOVERNMENT CODE, WE THE DEMANDS LISTED ABOVE AND TO THE THEREOF AND FURTHER THAT THE ABOVE DAS REQUIRED BY LAW.
Ohlip and-	
PHILLIP DAVIS, FINANCE	BRAD RAULSTON, CITY MANAGER
FINANCE C	COMMITTEE
ALEJANDRA SOTELO-SOL	IS, MAYOR-CHAIRWOMAN
JOSE RODRIGUEZ, VICE-MAYOR	MARCUS BUSH, COUNCIL MEMBER
RONALD J. MORRISON, COUNCIL MEMBER	MONA RIOS, COUNCIL MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CITHE CITY TREASURER IS AUTHORIZED TO IS BY THE CITY COUNCIL ON THE 15th OF JUNE, 2	SSUE SAID WARRANTS IN PAYMENT THEREOF
AYES	
NAME	

ABSENT____

The following page(s) contain the backup material for Agenda Item: Warrant Register #46 for the period of 5/12/21 through 5/18/21 in the amount of \$1,576,772.17. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 **AGENDA ITEM NO.:** ITEM TITLE: Warrant Register #46 for the period of 5/12/21 through 5/18/21 in the amount of \$1,576,772.17. (Finance) PREPARED BY: Karla Apalategui, Senior Accounting Assistant DEPARTMENT: Finance **PHONE**: 619-336-4572 APPROVED BY: **EXPLANATION:** Per Government Section Code 37208, below are the payments issued for period 5/12/21 - 5/18/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000. Vendor Check/Wire Amount Explanation GRP# R1192A - May 2021 Health Net Inc 352659 85,094.82 Health Net Inc 352660 82,320.30 GRP# R1192A - April 2021 APPROVED: Min and FINANCE FINANCIAL STATEMENT: APPROVED: ACCOUNT NO. MIS Warrant total \$1,576,772.17. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Ratify warrants totaling \$1,576,772.17. **BOARD / COMMISSION RECOMMENDATION: ATTACHMENTS:**

Warrant Register # 46

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WARRANT REGISTER # 46 5/18/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	CHK NO	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	CORRECT MN NAVY PANTS FY21 / FIRE	352611	5/18/21	1,167.76
AEP CALIFORNIA LLC	LIGHTBAR AMBER/WHITE	352612	5/18/21	3,486.53
AIRGAS USA LLC	MOP 45174 SAFETY APPAREL - PW	352613	5/18/21	350.34
ALL THE KINGS FLAGS	NC MEMORIAL FLAG 3 X 5 / FIRE	352614	5/18/21	435.09
AMAZON	ELECTRIC ELEVATOR DESK / SEC 8	352615	5/18/21	273.13
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	352616	5/18/21	2,128.97
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	352617	5/18/21	91.17
AZTECA SYSTEMS LLC	WEB BASED PROGRAM	352618	5/18/21	650.00
BAUER COMPRESSORS	MSA GE FACEPECTACLE KIT / FIRE	352619	5/18/21	142.45
BETTER IMPACT USA INC	BETTER IMPACT SOFTWARE RENEWAL 2/15/21	352620	5/18/21	425.00
BRINK'S INCORPORATED	ARMORED CAR SERVICES 05/01/2021 - 05/31/21	352621	5/18/21	305.79
BROADWAY AUTO ELECTRIC	MOP 72447 AUTO SUPPLIES - PW	352622	5/18/21	282.75
BUREAU VERITAS N AMERICA INC	INSPECTION SERVICES - BUREAU VERITAS	352623	5/18/21	13,600.00
CAPF	MAY 2021 - FIRE LTD	352624	5/18/21	1,180.00
CALIFORNIA LAW ENFORCEMENT	MAY 2021 - PD LTD	352625	5/18/21	2,082.50
CALIFORNIA POLICE CHIEFS ASSOC	CA POLICE CHIEFS' ASSN PD MEMBERSHIP	352626	5/18/21	1,852.00
CDCE INCORPORATED	PANORAMA LOW PROFILE DOME 9/ FIRE	352627	5/18/21	4,545.76
CITY OF SAN DIEGO	CONTRACTUAL AGRMT FOR SVCS / FIRE	352629	5/18/21	325.00
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE ON-SITE ENERGY EFFICIENT	352630	5/18/21	950.00
CODDINGTON LOCK AND SECURITY	LOCK INTERCHANGEABLE CORE	352631	5/18/21	2,139.19
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS	352632	5/18/21	2,460.97
COUNTY OF SAN DIEGO	AUTOPSY CLOTHING / PD	352633	5/18/21	180.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	352634	5/18/21	10,944.00
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES	352635	5/18/21	44,129.23
CSULB FOUNDATION	TRAINING TUITION FTP PIERSON	352636	5/18/21	373.00
CYRACOM INTERNATIONAL, INC	LANGUAGE LINE	352637	5/18/21	123.50
DAY WIRELESS SYSTEMS	NAR6595, ANT 1/4 WAVE 7/800 STUBBY/ FIRE	352638	5/18/21	36.54
DELGADO	SUPREME TEEN CDBG SUPPLIES / CSD	352639	5/18/21	187.01
DELTA DENTAL	MAY 2021 DENTAL INS PREMIER 05-090860000	352640	5/18/21	15,354.69
DELTA DENTAL	APRIL 2021 DENTAL INS PREMIER 05-0908600	352641	5/18/21	15,174.76
DELTA DENTAL	APRIL 2021- GRP#05-0908601002	352642	5/18/21	134.71
DELTA DENTAL	MAY 2021- GRP#05-0908601002	352643	5/18/21	134.71
DELTA DENTAL INSURANCE CO	MAY 2021 GRP #05-7029600000	352644	5/18/21	2,469.72
DELTA DENTAL INSURANCE CO	APRIL 2021 GRP #05-7029600000	352645	5/18/21	2,331.78
DEPT OF JUSTICE	FINGERPRINTING / PD	352646	5/18/21	1,188.00
DISCOUNT SPECIALTY CHEMICALS	RUBBERIZED COATING	352647	5/18/21	291.92
ERGOGENESIS LLC	MODEL R2607 G3: COMFORTEK-MIDNIGHT	352648	5/18/21	807.83
ESGIL CORPORATION	ESGIL PLAN REVIEW SVCS / FIRE	352649	5/18/21	10,883.28
FIRE ETC	FIRE HOOKS M ARRY STRAP MS-1/ FIRE	352650	5/18/21	159.47
GOLDSTAR ASPHALT PRODUCTS	LUTE REPLACEMENT BLADE	352651	5/18/21	499.69
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 21	352652	5/18/21	2,825.11
HD SUPPLY CONSTRUCTION	2XL HOOD AND BOOT COVERALL	352653	5/18/21	1,114.45
HEALTH NET	GRP# R1192Q APRIL 2021	352654	5/18/21	1,969.92
HEALTH NET	GRP #R1192Q - MAY 2021	352655	5/18/21	1,969.92
HEALTH NET	GRP #N7176F - MAY 2021	352656	5/18/21	1,598.46
HEALTH NET	GRP #N7177A - MAY 2021	352657	5/18/21	1,240.24
HEALTH NET	GRP #R1192R - MAY 2021	352658	5/18/21	832.36
HEALTH NET INC	GRP #R1192A - MAY 2021	352659	5/18/21	85,094.82

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WARRANT REGISTER # 46 5/18/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	CHK NO	DATE	<u>AMOUNT</u>
HEALTH NET INC	GRP #R11192A - APRIL 2021	352660	5/18/21	82,320.30
HEALTH NET INC	GRP# LB439A - APRIL 2021	352661	5/18/21	3,838.74
HEALTH NET INC	GRP #57135A- APRIL 2021	352662	5/18/21	3,756.45
HEALTH NET INC	GRP #LB439A - MAY 2021	352663	5/18/21	2,469.88
HEALTH NET INC	GRP #LB439F - MAY 2021	352664	5/18/21	832.36
HEALTH NET INC	GRP #LB439F - APRIL 2021	352665	5/18/21	832.36
HOME DEPOT CREDIT SERVICES	EL TOYON REC CENTER TOOL BOX	352666	5/18/21	150.82
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	352667	5/18/21	1,625.00
KRONOS INC	TELESTAFF IVR/ASPECT VOXEO SVC / FIRE	352668	5/18/21	216.42
KRONOS INC	TELESTAFF IVR/ASPECT VOXEO SVC /FIRE	352669	5/18/21	45.00
LASER SAVER INC	PRINTER INK - LASER SAVER - MOP 45725	352670	5/18/21	239.14
LOPEZ	TRAINING ADV LODG SHOTGUN BREACHER / PD	352671	5/18/21	276.00
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES & PARTS	352672	5/18/21	525.44
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	352673	5/18/21	726.76
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	352675	5/18/21	61.41
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	352676	5/18/21	27.19
NATIONAL TRAINING CONCEPTS	TRAINING TUITION FOR LETHAL GNZLS / PD	352677	5/18/21	315.00
NBS	NBS - LANDSCAPE MAINTENANCE DISTRICT	352678	5/18/21	1,500.00
OFFICE SOLUTIONS BUSINESS	MOP #83778, STATION 34 OFF SUPPLIES/FIRE	352679	5/18/21	422.46
PALOMAR HEALTH	SART EXAM / PD	352680	5/18/21	1,350.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	352681	5/18/21	503.43
PEACE OFFICERS RESEARCH	RESERVE OFFICER LDF	352682	5/18/21	384.00
PENSKE FORD	MOP 49078 AUTO SUPPLIES - PW	352683	5/18/21	229.36
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	352684	5/18/21	2,006.92
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY PLACEMENT POSITION-SOA/FIRE	352685	5/18/21	3,536.00
PROFORCE LAW ENFORCEMENT	LESS LETHAL AMMO / PD	352686	5/18/21	20,386.71
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	352687	5/18/21	700.39
RED TRUCK FIRE & SAFETY CO	ISPECTION AND RE-CERT	352688	5/18/21	7,495.00
RELIANCE STANDARD	APRIL 2021 - GRP - VAI826233, VCI801114	352689	5/18/21	4,731.04
RELIANCE STANDARD	MARCH 2021 - VAI826233, VCI801146 & VG18	352690	5/18/21	4,421.48
RELIANCE STANDARD	FEBRUARY 2021 - GRP VAI826233, VCI801146	352691	5/18/21	3,787.62
S & S WELDING	STD TRAF GRATE GALVANIZED	352693	5/18/21	1,538.81
SAFETY-KLEEN SYSTEMS, INC	PART #905837 TERM 8 / FIRE	352694	5/18/21	207.17
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES - PW	352695	5/18/21	54.41
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION SD MIRAMAR	352696	5/18/21	41.40
SAN DIEGO PET SUPPLY	MOP 02975 K9 SUPPLIES PD	352697	5/18/21	243.72
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VESTS YBARRA DEREK FITCHORN	352698	5/18/21	4,453.32
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICING - UNION TRIBUNE	352699	5/18/21	339.90
SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION, SUPPLIES AND PARTS / PW	352700	5/18/21	385.19
SOUTH COAST EMERGENCY	SEAT BELTS / PW	352701	5/18/21	830.05
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	352702	5/18/21	173.40
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	352703	5/18/21	265.51
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY21	352704	5/18/21	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	352705	5/18/21	18,346.63
SYMBOLARTS, LLC	BADGE PINS AND REPAIRS	352706	5/18/21	1,580.84
SYSCO SAN DIEGO INC	FOOD NUTRITION	352707	5/18/21	7,178.70
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - MAY 2021	352708	5/18/21	9,375.83
THE LIQUOR BOTTLE	REDUND-CFC, ANNUAL INSPECTION	352709	5/18/21	434.00
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WARRANT REGISTER # 46 5/18/2021

MOP 77816 PAINTING SUPPLIES - PW

CHK NO

352710

DATE

5/18/21

AMOUNT

250.53

DESCRIPTION

PAYEE

THE SHERWIN WILLIAMS CO

			GRAND TOT	AL	_ _	\$ 1,576,772.17
Pay period 10	Start Date 4/20/2021	End Date 5/3/2021	Check Date 5/12/2021			1,077,640.29
PAYROLL	Otant Data	Ford Date	Charle Data			
					A/P Total	499,131.88
ZUMAR INDUSTRIES INC	;	PREMIUM PROTECTIVE	OVERLAY FILM	352723	5/18/21	1,305.00
YOUNG	_	REIMB FOR AWARD FRA	,	352722	5/18/21	74.32
WSP USA INC		SB2 GRANT - PLANNING		352721	5/18/21	43,928.17
WAXIE SANITARY SUPP	LY	MISCELLANEOUS JANIT		352720	5/18/21	1,199.08
VORTEX INDUSTRIES IN	IC	CITYWIDE ON-SITE SER	VICE & REPAIRS	352719	5/18/21	760.00
VISTA PAINT		MOP 68834 GENERAL SI	JPPLIES - PW	352718	5/18/21	657.00
VISION SERVICE PLAN		APRIL 2021 - VISION SE	RVICE PLAN (CA)	352717	5/18/21	799.44
VISION SERVICE PLAN		MAY 2021 - VISION SER\	/ICE PLAN (CA)	352716	5/18/21	808.04
VERIZON WIRELESS		VERIZON CELLULAR SE	RVICES FOR FY21	352715	5/18/21	126.25
VALLEY INDUSTRIAL SP	ECIALTIES	MOP 46453 BUILDING SU	JPPLIES - PW	352714	5/18/21	721.95
U S BANK		TRAINING PD CREDIT CA	ARD	352713	5/18/21	9,956.45
TURF STAR INC		ROLLER DECK		352712	5/18/21	434.68
THE STAR NEWS		PUBLIC NOTICING - STA	RT NEWS	352711	5/18/21	105.06
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Certification

IN ACCORDANCE WITH SECTION 37202, 3721 HEREBY CERTIFY TO THE ACCURACY OF TAVAILABILITY OF FUNDS FOR THE PAYMENT CLAIMS AND DEMANDS HAVE BEEN AUDITED	THE DEMANDS LISTED ABOVE AND TO THI T THEREOF AND FURTHER THAT THE ABOVI
This and	
PHILLIP DAVIS, FINANCE	BRAD RAULSTON, CITY MANAGER
FINANCE C	OMMITTEE
ALEJANDRA SOTELO-SOL	IS, MAYOR-CHAIRWOMAN
JOSE RODRIGUEZ, VICE-MAYOR	MARCUS BUSH, COUNCIL MEMBER
RONALD J. MORRISON, COUNCIL MEMBER	MONA RIOS, COUNCIL MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CI THE CITY TREASURER IS AUTHORIZED TO IS BY THE CITY COUNCIL ON THE 15th OF JUNE, 2	SUE SAID WARRANTS IN PAYMENT THEREOI
AYES	
NAYS	

ABSENT_

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \$514,491 to the Community Development Block Grant (CDBG) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Third Amendment to the 2019-2020 Action Plan that incorporates revised funded activities for the MLK Jr. Community Center into said Action Plan for acceptance by U.S. Department of Housing and Urban Development (HUD). (Housing Authority)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021	AGENDA ITEM NO.:
ITEM TITLE:	
Public Hearing and Adoption of a Resolution of the City Cour of \$514,491 to the Community Development Block Grant (CI budget for CARES Act round three CDBG-CV activities and at the 2019-2020 Action Plan that incorporates revised funded Facility Improvement Project into said Action Plan for acceptable Development (HUD). PREPARED BY: Angelita Palma, Housing Programs Manager	DBG) Fund appropriation and corresponding revenue authorizing the submission of the Third Amendment to activities for the MLK Jr. Community Center Public eptance by U.S. Department of Housing and Urban
PHONE: 619-336-4219	
EXPLANATION: See attachment number one for explanation.	APPROVED BY:
FINANCIAL STATEMENT:	,
The CDBG-CV funds for the corresponding accounts will be	used to fund the activities in FY 2021-2022.
Expenditure: 301-45922-3498 Expenditure: 301-416-922-* \$514,491 ENVIRONMENTAL REVIEW: The adoption of this resolution is not subject to the provisions because the action will not have the potential for causing a si ORDINANCE: INTRODUCTION FINAL ADOPTION	gnificant effect on the environment.
STAFF RECOMMENDATION: Conduct the Public Hearing, approve the funding recommend corresponding revenue budget from the source identified in the submission of the Third Amendment to the 2019-2020 Action	ne Financial Statement above, and authorize the
BOARD / COMMISSION RECOMMENDATION: Not applicable to this report.	
ATTACHMENTS: 1. Explanation 2. Public Hearing Notice 3. Funding Recommendations	

4. Resolution

Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \$514,491 to the Community Development Block Grant (CDBG) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Third Amendment to the 2019-2020 Action Plan that incorporates revised funded activities for the MLK Jr. Community Center Public Facility Improvement Project into said Action Plan for acceptance by U.S. Department of Housing and Urban Development (HUD).

Public Hearing

A Public Hearing on the Draft Third Amendment to the 2019-2020 Action Plan will be conducted to review public comments received during the 10-day public review period from June 4 through June 14 and to provide interested persons and community groups with an opportunity to share their thoughts regarding the Action Plan.

The Coronavirus Aid, Relief and Economic Security Act (CARES Act) provides CDBG grantees with flexibilities to make it easier to use CDBG-CV grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements. HUD has waived the 30-day public review requirement, provided that no less than five (5) days are provided for public comments on each substantial amendment. The waiver also removes the requirement to hold in-person public hearings to comply with national and local social gathering requirements. A 10-day public review period was provided, and the Action Plan was noticed per the requirements of the Citizen and Community Participation Plan.

Background

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to submit a Substantial Amendment to Program Year 2019-2020 Action Plan to for its Community Development Block Grant (CDBG) Program funded by the U.S. Department of Housing and Urban Development (HUD).

On March 27, 2020, the President signed the CARES Act (Public Law 116-136), providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency. The CARES Act included \$5 billion to HUD for the CDBG program to prevent, prepare for, and respond to the coronavirus. As a Community Planning Development (CPD) formula entitlement grantee, the City received \$464,017 in CDBG from the CARES Act funds (CDBG-CV) in the first round. The second round of funding went to States and insular areas. In the third round of CARES Act CDBG-CV funding allocations the City received \$643,113.

On November 17, 2020 a Public Hearing was held for the Second Amendment to the 2019-2020 Action Plan (Second Amendment) to allocate the third round of CARES Act CDBG-CV funds. Per Resolution 2020-209, \$128,622 was awarded to CDBG-CV Administration and \$514,491 was awarded to fund the MLK Jr. Community Center Public Facility Improvement Project (Project). Funds for the Project would be used to update the kitchen to meet local and county requirements to operate as a commercial kitchen, replace flooring throughout the center, and upgrade the restrooms to become ADA compliant. The Second Amendment was then submitted to HUD for review and acceptance within 45 days.

HUD reviewed the submittal, did not accept the Second Amendment, and requested a revision to the Action Plan citing that the Project was not an eligible use of CARES Act CDBG-CV funds. City staff submitted documentation to show that the Project was eligible and good use of CDBG-CV funds. Documentation included an eligibility analysis, COVID-19 justifications, and an explanations on how the Project would serve the National City community during the pandemic. Staff also met with HUD several times to review the Project justifications. After further review HUD stated that they would accept a revision to the Action Plan if it were separated into different projects and tracked separately. HUD also stated that the ADA improvements to the MLK Jr. Community Center would not qualify for the use of CARES Act CDBG-CV funding.

Draft Third Amendment to the 2019-2020 Action Plan

The Draft Third Amendment to the 2019-2020 Action Plan (Third Amendment) outlines how the City intends to spend \$514,491 in CDBG-CV round 3 entitlement funds in fiscal year 2021-2022. Funding recommendations are provided (Attachment No. 3) to fund the MLK Jr. Community Center (Community Center) for a Community Hub, clean facility improvements, and to reimburse the City for costs related to COVID-19 vaccination center facility use.

The Community Center is currently utilized for COVID-19 community and staff trainings, distribution of supplies, blood drives, vaccination center, and other events that require social distancing. The capacity of the Community Center to meet the needs of the National City community during the COVID-19 pandemic and recovery could greatly be expanded with the use of CDBG-CV funds. The proposed improvements to the Community Center would allow for food preparation and distribution, new flooring would allow for a more sanitary site, and the reimbursement of costs relating to the vaccination center would allow for cost recovery.

Action Plan Activity #1: MLK Jr. Community Hub \$374,551.28

The MLK Jr. Community Hub facility improvements will create a central place for National City residents to access food and services. Food Insecurity has increased due to unprecedented unemployment rates. The community kitchen space, which is 1,000 square feet, is available for basic food service but is not equipped to function as a commercial kitchen. Updating the kitchen to meet local and county requirements to operate as a commercial kitchen would provide the opportunity for local non-profits to prepare and distribute meals on site.

The purchasing of equipment is necessary in order to bring the kitchen up to code to meet local and county requirements to operate as a commercial kitchen. The Community Center kitchen upgrades would include a duo oven, ventless dishwasher, reach-in freezer, reach-in refrigerator, walk-in refrigerator with fire sprinklers, dry storage, stainless steel food preparation counters, a three-compartment sink, necessary plumbing modifications, and necessary electrical panel upsizing to accommodate electrical loads. Based on the cost estimate received the kitchen floor coating may be an optional item.

Kitchen + Electrical	\$ 288,223.28
Design & Permitting	\$ 45,000.00
Construction Management	\$ 41,328.00
Total	\$ 374,551.28

Action Plan Activity #2: COVID-19 Vaccination Center Reimbursement \$21,019.72

The North and the South rooms of the Community Center have been utilized as a County of San Diego COVID-19 vaccination site since January 22, 2021. It will continue to be used as a vaccination center until June 30, 2021. CDBG-CV would be used to reimburse the City to cover the proportional costs of utilities and janitorial services of the facility for the use of the vaccination center during the period of January 22 to June 30, 2021.

COVID-19 Reimbursable Costs	
Utilities to provide COVID-19	
Vaccination Center	\$ 12,449.92
Janitorial Services - COVID-19	\$ 8,569.80
Total	\$ 21,019.72

Action Plan Activity #3: MLK Jr. Community Center Clean Facility Improvements \$118,920.00

The existing carpet flooring in the Community Center is well beyond its useful life and needs of replacement. With the facility currently being utilized as a vaccination center, COVID-19 blood drives, distribution of COVID-19 supplies, a proposed Community Hub for food preparation and distribution replacement flooring in the main meeting room at minimum is recommended. The replacement flooring will be commercial-grade laminate flooring. By electing to install laminate flooring on a high-use, high-touch surface, disinfecting costs will be substantially decreased. Based on the cost estimate received, new hallway flooring may be an option.

Flooring	\$ 100,800.00
Design	\$ 3,000.00
Construction Management	\$ 15,120.00
Total	\$ 118,920.00

Document Review

The Draft Third Amendment to the 2019-2020 Action Plan, funding recommendations, and eligibility analysis will be available to the public on the City of National City CDBG and HOME webpage at http://www.nationalcityca.gov/cdbg-home. To review a hardcopy of these documents please email home. To review a hardcopy of these documents please email home. To review a hardcopy of these documents please email home. To review a hardcopy of these documents please email home. To review a hardcopy of these documents please email home. To review a hardcopy of these documents please email home.



PUBLIC NOTICE CITY OF NATIONAL CITY

10 DAY PUBLIC REVIEW AND COMMENT PERIOD AND PUBLIC HEARING FOR THE DRAFT THIRD AMENDMENT TO THE 2019-2020 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT ROUND 3 FUNDS TO THE MLK JR. COMMUNITY CENTER

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to submit a Substantial Amendment to Program Year 2019-2020 Action Plan for its Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD).

On March 27, 2020, the President signed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136). The bill provided Community Development Block Grant CARES Act (CDBG–CV) funds to prevent, prepare for, and respond to the coronavirus (COVID-19). HUD released the funds in three rounds. The National City City Council awarded round 3 funds on November 17, 2020, to the MLK Jr. Community Center Public Facility Improvement Project in the amount of \$514,491. HUD has since reviewed the projected and proposed that it be split into separate projects to align with the CDBG-CV program rules, regulations, and waivers.

A thirty (30) day public comment period is required; however, HUD has waived this requirement provided that no less than five (5) days are provided for public comments on each substantial amendment. In addition, waivers remove the requirement to hold in-person public hearings to comply with national and local social gathering requirements.

A 10-day review of the Draft Third Amendment to the 2019-2020 Action Plan will be available for public comment June 4 to 14, 2021, on the City's website www.nationalcityca.gov/cdbg-home, or by hard copy upon request. To provide an opportunity for public comment or request to view a hardcopy of the Plan during the 10-day review period please email the CDBG Program Administer Angelita Palma at apalma@nationalcityca.gov.

Notice is hereby given that the City Council of the City of National City will hold a Public Hearing for the Draft Third Amendment to the 2019-2020 Action Plan on Tuesday, June 15, 2021, at 6:00 p.m. The purpose of the Public Hearing is to provide the opportunity for public comment on the needs and priorities identified for the Action Plan, and on the CDBG-CV funding recommendations to City Council. Public participation is an essential part of the development of the Action Plan. Interested persons and community groups are invited to watch and participate in the hearing. The Public Hearings will be held online at www.nationalcityca.gov/webcast.

Public comment may be submitted prior to the meeting in writing by email at PublicComment@nationalcityca.gov; please provide the agenda item number and title of the item in the subject line of the email. Public comments or testimony is limited to up to three (3) minutes. All email comments received by 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record. To provide live public comment during the meeting, you must preregister on the City's website at https://www.nationalcityca.gov/publiccomment by 4:00 p.m. on the day of the regular meeting to join the City Council Meeting. For more information regarding this process, please contact the City Clerk's Office at (619) 336-4228 or by email at Clerk@nationalcityca.gov. Hearing-impaired persons, please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Brad Raulston, City Manager City of National City June 4, 2021

Funding Recommendations for the Third Amendment to the 2019-2020 Action Plan

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant CARES Act (CDBG-CV) round 3 entitlement award is \$514,491 for activities to prepare, prevent, and respond to COVID-19.

Applicant Name	Program name	Requested Amount	Funding Recommendation	
Community Services	MLK Jr. Community Hub	\$ 361,848.00	\$ 361,848.00	
Engineering/Public Works Department	COVID-19 Vaccination Center Reimbursement	\$ 33,723.00	\$ 33,723.00	
Engineering/Public Works Department	MLK Jr. Community Center Clean Facility Improvements	\$ 118,920.00	\$ 118,920.00	
	Total	\$ 514,491.00	\$ 514,491.00	

RESOLUTION NO. 2021 -

PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AN INCREASE OF \$514,491 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR CARES ACT ROUND THREE CDBG-CV ACTIVITIES AND AUTHORIZING THE SUBMISSION OF THE THIRD AMENDMENT TO THE 2019-2020 ACTION PLAN

- **WHEREAS**, as an entitlement community, the City of National City ("City") administers the Community Development Block Grant ("CDBG") for the Federal Government under the United States Department of Housing and Urban Development ("HUD"); and
- WHEREAS, on March 27, 2020, the President signed the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") (Public Law 116-136); and
- **WHEREAS**, the CARES Act provided \$5 billion for CDBG to rapidly respond to COVID-19; and
- WHEREAS, the City received \$464,017 in entitlement funds from HUD in the first round of CARES Act Community Development Block Grant Coronavirus (CDBG–CV) funding to prevent, prepare for, and respond to the coronavirus; and
- **WHEREAS,** in accordance with the federal regulations at 24 CFR, Part 91, the City submitted the First Amendment to the 2019-2020 Action Plan to add CARES Act CDBG-CV funds per City Council Resolution 2020-119; and
- **WHEREAS**, the City did not receive funds in the second round of CARES Act CDBG-CV allocations; and
- **WHEREAS**, the City will receive \$643,113 in entitlement funds from HUD in the third round of CARES Act CDBG–CV allocations to prevent, prepare for, and respond to the coronavirus.
- **WHEREAS,** in accordance with the federal regulations at 24 CFR, Part 91, the City submitted the Second Amendment to the 2019-2020 Action Plan to add CARES Act CDBG-CV funds per City Council Resolution 2020-209; and
- **WHEREAS**, in the Second Amendment to the 2019-2020 Action Plan per Resolution 2020-209 the City awarded \$128,622 to CDBG Administration and \$514,491 to fund the MLK Jr. Community Center Public Facility Improvement Project; and
- **WHEREAS,** in accordance with the federal regulations at 24 CFR, Part 91, the City will submit the Third Amendment to the 2019-2020 Action Plan to revise the activity known as the MLK Jr. Community Center Public Facility Improvement Project and \$514,491 in funding; and

- WHEREAS, HUD requires that all CDBG entitlement communities, such as the City, hold one Public Hearing and a 30-day public comment period to solicit input on the Third Amendment to the 2019-2020 Action Plan; and
- **WHEREAS**, HUD waived the 30-day requirement provided that no less than five (5) days are provided for public comments on each substantial amendment; and
- **WHEREAS**, HUD waived the requirement to hold in-person Public Hearings to comply with national and local social gathering requirements; and
- **WHEREAS**, the City provided a 10-day public comment period for the Third Amendment to the 2019-2020 Action Plan; and
 - WHEREAS, the City will hold a virtual Public Hearing on June 15, 2021; and
- **WHEREAS**, the City will incorporate public comments received into the Third Amendment to the 2019-2020 Action Plan for the final submission to HUD; and
- **WHEREAS,** \$514,491 of CDBG-CV funds will be re-appropriated to the Third Amendment to the 2019-2020 Action Plan activities through Fiscal Year (FY) 2022, hereto attached as Exhibit "A".
- NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:
- **Section 1:** Adopts the Third Amendment to the 2019-2020 Action for submission to HUD.
- **Section 2:** Authorizes an increase of \$514,491 to the CDBG-CV to be appropriated to the Third Amendment to the 2019-2020 Action Plan activities through FY 2022, as set forth in Exhibit "A".
- **Section 3:** Authorizes the submission of the Third Amendment to the 2019-2020 Action Plan for the expenditure of said funds to HUD.
- **Section 4:** Authorizes the City Manager to execute the final submission of the of the Third Amendment to the 2019-2020 Action Plan, certifications, and agreements required by HUD for the full implementation of the activities funded under said Plan.
- **Section 5:** Authorizes the City Manager to execute budget adjustments as necessary to reflect the funding allocations to the Third Amendment to the 2019-2020 Action Plan through Fiscal Year 2022.

Resolution No. 2021 – Page Three

Section 6: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of a Resolution of the City Council of the City of National City accepting the National City 2021/2022 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2021-22 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

odilo io, momi	710211271112111111111	
ITEM TITLE: A Public Hearing and Adoption of a Resolution of the City Co City 2021/2022 Tax Roll Sewer Service Fees report, which is receiving sewer services and the amount of sewer charge California Health and Safety Code Section 5473, Et Seq., publication of the Sewer service charges with the San Diego certification of the sewer service charges with the San Diego	dentifies by parcel number, each parcel of rest for each parcel for FY 2021-22 as requertaining to collection of sewer charges or County Auditor, and directing the City Engi	real property uired by the the tax roll,
PREPARED BY: Carla Hutchinson, Assistant Engineer - Compression of the Property of the Propert	Civil DEPARTMENT: Engineering and Pub	lic Works
FINANCIAL STATEMENT: ACCOUNT NO. FY 22 Sewer Service Fees - \$ 10,334,187.61 Revenue Account No. 125-22222-3563	APPROVED: Mun May	FINANCE MIS
ENVIRONMENTAL REVIEW: N/A		
ORDINANCE: INTRODUCTION FINAL ADOPTION	ON .	
STAFF RECOMMENDATION: Hold public hearing and adopt Resolution to accept the Natireport.	onal City 2021/2022 Tax Roll Sewer Servio	ce Fees
BOARD / COMMISSION RECOMMENDATION: N/A		

ATTACHMENTS:

- 1. Explanation
- Report National City 2021/2022 Tax Roll Sewer Service Fees by Parcel Number for FY 2021-22 (on file at Office of the City Clerk Office)
- 3. Resolution

Explanation:

The City of National City provides sewer services to about 9,000 customers. A Public Hearing is required annually for the preparation and approval of the sewer tax roll. Sewer service charges are collected annually concurrently with property taxes. Collecting sewer service charges through the tax roll avoids a separate and costly billing process. The charges described in this report have been previously approved by the City Council.

This is a request to conduct a Public Hearing on the National City tax roll report, and to subsequently adopt a resolution approving collection of sewer service charges on the tax roll, as authorized by the Uniform Sewer Ordinance and County Water Service Ordinance.

The Public Hearing is to consider adoption of the report, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for FY 2021-22 as required by the California Health and Safety Code Section 5473, et seq., pertaining to collection of sewer charges on the tax roll. Said report is on file with the Office of the City Clerk. The Notice of Public Hearing was published by the City Clerk's Office in accordance with Government Code Section 66017, on the dates of June 4, 2021 and June 11, 2021.

Pursuant to Ordinance No. 2017-2442, adopted by City Council on December 5, 2017, the City Council adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases, and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq.

The City of National City sewer services fees for residential customers are monthly flat rates based on water consumption for domestic users. For commercial and industrial customers, the charges are variable and based on annual water consumption and the strength of the sewage they generate (low, medium or high). The following table summarizes the five-year rate plan adopted by City Council on December 5, 2017.

The cost of wastewater collection, transportation, and treatment have increased dramatically in recent years and the forecast is for costs to continue to increase in the coming years.

National City is a member of the Metro Wastewater Joint Powers Association (JPA), a twelve-member agency, which uses the City of San Diego Treatment Facilities, primarily the Point Loma Treatment Plant located in Point Loma, San Diego. The JPA shares the cost of the operation and maintenance of this plant and related infrastructure. The Point Loma Wastewater Treatment Plant is currently undergoing upgrades and the City of San Diego is also implementing the Pure Water Program which also requires some cost sharing for the infrastructure associated with the treatment of the wastewater generated from the JPA. The City will be closely monitoring the actual impact on our treatment costs as the Pure Water Program costs become more certain.

National City Sewer Services Rates for FY 19-23

Residential Flat Rates	FY 2019	FY2020	FY 2021	FY 2022	FY 2023		
(per month)	Monthly	Monthly	Monthly	Monthly	Monthly		
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18		
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92		
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22		

Commercial Variables Rates (per HCF)

Suspended Solids/BOD	Suspended Solids/BOD	·				
Strength Category	Strength	FY 2019	FY2020	FY 2021	FY 2022	FY2023
Commercial - Low	< 200 PPM	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium	201 to 280					
Low	PPM	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
	281 to 420					
Commercial - Medium	PPM	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium	421 to 600					
High	PPM	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	> 600 PPM	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, (1) ACCEPTING THE NATIONAL CITY 2021/2022 TAX ROLL SEWER SERVICE FEES REPORT, (2) DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE SAN DIEGO COUNTY AUDITOR, AND (3) DIRECTING THE CITY ENGINEER TO FILE A CERTIFICATION OF THE SEWER SERVICE CHARGES WITH THE SAN DIEGO COUNTY AUDITOR

WHEREAS, the City of National City ("City") provides sewer services to about 9,000 customers; and

WHEREAS, pursuant to Ordinance No. 2017-2442, adopted by City Council on December 5, 2017, the City adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq; and

WHEREAS, California Health and Safety Code Section 5473 requires a written report to be prepared each year and filed with the City Clerk's Office, and the Report shall contain a description of each parcel of real property receiving sewer service and the amount of the sewer service charges for each parcel for the year (the "Report"); and

WHEREAS, California Health and Safety Code Section 5473.2 requires that the City hold a Public Hearing where the City Council will hear and consider all objections or protests, if any, to the Report; and

WHEREAS, if the City Council finds that a protest is made by the owners of a majority of separate parcels of the property described in the Report, then the Report shall not be adopted, and the charges shall be collected separately from the tax roll and shall not constitute a lien against any parcel or parcels of land; and

WHEREAS, upon conclusion of the Public Hearing, the City Council may adopt, revise, change, reduce or modify any charge, or overrule any or all objections and shall make its determination upon each charge as described in the Report; and

WHEREAS, California Health and Safety Code Section 5473.4 provides that on or before August 11 of each year, the City Clerk's Office shall file a copy of the Report with the San Diego County Auditor with a statement endorsed on the Report over the City Clerk's signature that the City Council has adopted the Report.

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

Section 1: That on June 15, 2021, the City Council held a Public Hearing where the City Council heard and considered all objections or protests, if any, to the Report.

Section 2: That the City Council finds that a protest has not been made by the owners of a majority of separate parcels of property described in the Report.

Resolution No. 2021 - Page Two

- **Section 3:** That the City Council overrules any and all objections to the Report.
- **Section 4:** That the City Council adopts the Report required by California Health and Safety Code Section 5473, et seq., for the Fiscal Year 2021-2022, and directs the City Clerk to keep the Report on file in their office.
- **Section 5:** The City Council directs the City Clerk to file a copy of the Report with the San Diego County Auditor with a statement that the City Council has adopted the Report.
- **Section 6:** The City Council directs the City Engineer to file a certification of the City sewer service charges with the San Diego County Auditor.
- **Section 7:** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

National City Sewer Services Rates for FY 19-23

Residential Flat Rates	FY 2019	FY2020	FY 2021	FY 2022	FY 2023
(per month)	Monthly	Monthly	Monthly	Monthly	Monthly
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22

Commercial Variables Rates (per HCF)

Suspended Solids/BOD	Suspended Solids/BOD					
Strength Category	Strength	FY 2019	FY2020	FY 2021	FY 2022	FY2023
Commercial - Low	< 200 PPM	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium	201 to 280					
Low	PPM	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
	281 to 420					
Commercial - Medium	PPM	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium	421 to 600					
High	PPM	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	> 600 PPM	\$ 6.82	\$8.14	\$ 8.55	\$ 8.79	\$ 9.88

The following page(s) contain the backup material for Agenda Item: Public Hearing and Resolution of the City Council of the City of National City (1) adopting the First Amendment to the Permanent Local Housing Allocation (PLHA) Program Plan approved by the California Department of Housing and Community Development to incorporate outreach, case management, rapid, emergency housing, and other housing services for homeless individuals and families or those at risk of becoming homeless; (2) establishing budget appropriations and the corresponding revenue budget in the amount of \$393,191 for the first PLHA program year; and (3) approving a spending plan for said PLHA funding in Fiscal Year 2022. (Housing Authority)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

Public Hearing and Resolution of the City Council of the City of National City (1) adopting the First Amendment to the Permanent Local Housing Allocation (PLHA) Program Plan approved by the California Department of Housing and Community Development to incorporate outreach, case management, emergency housing, and other housing services for homeless individuals and families or those at risk of becoming homeless: (2) establishing budget appropriations and the corresponding revenue budget in the amount of \$393,191 for the

first PLHA program year; and (3) approving a spending plan for said PLHA funding in Fiscal Year 2022. PREPARED BY: Myra Martinez, **DEPARTMENT:** Housing Authority Housing Programs Specialist II APPROVED BY: PHONE: (619) 336-4301 **EXPLANATION:** See attached explanation. FINANCIAL STATEMENT: APPROVED: Min and APPROVED: ACCOUNT NO. Revenue Account: 501-45477-3463 - Permanent Local Housing Allocation - \$393,191 Expenditure Account: 501-419-477-* - Permanent Local Housing Allocation- \$393.191 There is no match required from the City's General Fund. The City is eligible to receive \$393,191 in the first program year and grant revenue over the five years is projected at \$2,359,146 to be used for eligible housing activities. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION: FINAL ADOPTION: STAFF RECOMMENDATION: Adopt the resolution and submit the First Amendment to the PLHA plan to the California Department of Housing and Community Development.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

- 1. Explanation
- 2. PLHA 5 Year Plan
- 3. Resolution

City of National City June 15, 2021 Staff Report Explanation

Public Hearing and Resolution of the City Council of the City of National City (1) adopting the First Amendment to the Permanent Local Housing Allocation (PLHA) Program Plan approved by the California Department of Housing and Community Development to incorporate outreach, case management, emergency housing, and other housing services for homeless individuals and families or those at risk of becoming homeless; (2) establishing budget appropriations and the corresponding revenue budget in the amount of \$393,191 for the first PLHA program year; and (3) approving a spending plan for said PLHA funding in Fiscal Year 2022.

The Permanent Local Housing Allocation (PLHA) Program funding is made possible through California Senate Bill (SB) 2 of 2017. The PLHA is a non-competitive entitlement fund to support local affordable housing and homeless services initiatives. The intent of SB2 was to provide a permanent, ongoing source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing and homelessness needs of their local communities. PLHA Program revenue is generated through recording fees on real estate transactions on an annual basis.

On February 26, 2020, the California Department of Housing and Community Development released a NOFA for the PLHA Grant Program, which provides funding to jurisdictions to further their affordable housing productions and facilitate compliance with a city's housing goals over a five-year period.

City staff prepared and submitted an application on July 27, 2020, which included a plan to fund emergency rental assistance for the first and second year of the five-year program, to fund pre-development costs and/or provide gap financing for future rental housing projects and to consider funding a new program to provide loans to assist in the construction of accessory dwelling units for low-income households. The programs funded as part of the plan were consistent with the goals of the City's Housing Element of the General Plan.

The PLHA program provides an ongoing funding source that can be paired with other one-time State and Federal funding sources; however, no match is required from the City. The City of National City is eligible to receive \$393,191 in the first year, and ongoing funding to the City over the next five years is projected at \$2,359,146. However, this initial projection for PLHA Program funding was created by the California Department of Housing and Community Development (HCD) prior to COVID-19 and may be less than expected. The City's PLHA grant application is included as attachment number two (2) of this staff report.

On August 18, 2020, City Council adopted a resolution to ratify the PLHA application and appropriate the first year of funding for emergency rental assistance that may be used to assist households impacted by COVID-19, which are currently experiencing homelessness, or at risk of becoming homeless.

In January of 2021, San Diego County received an estimated \$52.5 million in state funding and \$49 million in funding from the federal government to assist County residents whom COVID-19 has economically impacted with housing and utility payments. The program serves residents in the County in unincorporated areas and 16 cities within the region, including National City.

Staff recommends amending the PLHA approved Plan for year one and two to propose 100% of its PLHA funds towards housing opportunities for those earning 60% of the San Diego County Area Median Income (AMI), including basic and emergency services for the homeless, including outreach, case management, homeless prevention, emergency housing, and rental assistance. The original Plan funded emergency rental assistance; however, given the current availability of funding from the County of San Diego for COVID-19 related rental assistance, the PLHA funds would be better utilized to provide housing and case management services to homeless families and individuals or those at risk of becoming homeless.

The approved PLHA Plan §302(c)(4)(A) states as its first of three priorities:

The City of National City is proposing 100% of its PLHA funds towards housing opportunities for those earning 60% of the San Diego County Area Median Income (AMI) through three types of activities in order of priority as follows: 1) to begin as Emergency Rental Assistance Program that will help families with low income in the City of National City who experience financial hardship due to an emergency

The proposed First Amendment would revise the first priority of §302(c)(4)(A) to state:

In Years One and Two, funds will be used to assist households experiencing or atrisk of homelessness, including but not limited to providing outreach, rapid rehousing, supportive/case management services to allow people to obtain and retain housing, and operating and capital cost for navigation centers and emergency shelters. In Years Three, Four, and Five, the City of National City will use 100% of its PLHA Funds for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), which meet the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

PLHA Spending Plan

In order to continue and augment homeless outreach efforts, case management, emergency services, including basic services, shelter, and rental assistance, staff also recommends the following allocation of PLHA funding:

Activity	%	Funding Amount
Allowable Local City Grant Administration	5%	\$19,659
Rental Assistance (Term of 6 months)	20%	\$78,638
Supportive/Case Management Services	55%	\$216,256
Street Outreach	20%	\$78,638
Total	100%	\$393,191

The proposed spending plan will allow the City to maintain current levels of outreach provided by Alpha Project with \$60,000.00 from PLHA funds by leveraging a Regional Task Force on the Homeless grant committed to the City of National City and Chula Vista in fiscal year 2022. The McAlister Institute (McAlister), who has also been conducting outreach and case management in National City through a contract with the County of San Diego, would receive \$313,532.00 of PLHA funds for homeless outreach, case management, and housing services.

McAlister has had two (2) homeless outreach workers dedicated to serving National City through their South Bay Women's Recovery Center (SBWRC). This year, SBWRC homeless outreach workers have served 808 unduplicated persons and made 1102 contacts in National City. McAlister's outreach and case management staff brings extensive experience in outreach to engage, identify, accept, and receive referrals of homeless individuals who would benefit from case management services and who need housing support. Once an individual is identified, McAlister's integrated treatment team and network of homeless service provider partners collaborate to create a pathway to housing.

McAlister's contract with the County will close on June 30, 2021 but the spending plan allows for National City to consider McAlister for the following services:

- Rental Assistance includes assistance paying rent, hotel/motel vouchers, bus passes/transportation costs for family reunification.
- Street Outreach encompasses a partnership with Community Through Hope and who will provide clients with basic needs.
- Supportive/Case Management Services include salaries for homeless case managers, rent, utilities, and operating costs.

Upon approval of the spending plan, City staff will bring back a contract agreement for Alpha Project and the McAlister (in partnership with Community Through Hope) for ratification in August 2021.

PLHA Formula 5-year Plan - Amendment	Rev. 5/7/21							
Eligible Activities, §301								
§301(a) Eligible activities are limited to the following:	Included?							
\$301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	☐ YES							
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	✓ YES							
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	□ YES							
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	☐ YES							
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	☐ YES							
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	✓ YES							
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	☐ YES							
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	□ YES							
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	☐ YES							
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	□ YES							

§302(c)(4) Plan Rev. 5/7/21

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

In Years One and Two, funds will be used to assist households experiencing or at-risk of homelessness, including but not limited to providing outreach rapid rehousing, supportive/case management services to allow people to obtain and retain housing, and operating and capital cost for navigation centers and emergency shelters. In Years Three, Four, and Five, the City of National City will use 100% of its PLHA Funds for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), which meet the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

PLHA Funding will be allocated to activities seeking to benefit households that are homeless or at risk of homelessness. Household income will be at, or less than 60% of the AMI. The City has experience in leveraging HOME funds serving households at 30% to 60% AMI funded with tax credits. The City and its Housing Authority propose to combine its available CDBG and HOME funds with PLHA Funds.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The City of National City's current Housing Element complies with the State of California. The City is currently drafting a new Housing Element and Housing Strategic Plan, which will be finalized in 2021-2022 Allocated funding will be used in accordance with the Housing Element's priorities. It will focus on activities including but not limited to assisting new development or rehabilitation housing projects that target extremely low-, very low-, low or moderate-income households, including necessary operating subsidies; provide for the preservation of affordable housing including the development of ADU's for a growing workforce at or below 60% AMI, and assist households experiencing homeless through critical homeless services.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.

Percentage of Funds Allocated for Affordable Owneroccupied Workforce Housing

Funds will be used for the preservation and rehabilitation of affordable rental and ownership housing. Funds for ADUs will be used to develop pre-approved plans and allow for discounted plan check fees as pre-approved plans are selected

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

(3/											
Funding Allocation Year	2021	2021	2021	2022	2022	2022	2023	2023	2023			
Type of Affordable Housing Activity	Rental: Rehabilitatio n	Ownership : Rehabilitati on		Rental: Rehabilitati on	Ownership : Rehabilitati on		Rental: Rehabilitati on	Ownership : Rehabilitati on				
§302(c)(4)(E)(ii) Area Median Income Level Served	120%	120%	120%	120%	120%	120%	120%	120%	120%			TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for year 2019 & 2020 only	0	0	0	0	0	0	0	0	0			0
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	30%	30%	35%	30%	30%	35%	30%	30%	35%			
§302(c)(4)(E)(ii) Projected Number of Households Served	10	10	10	10	10	10	10	10	10			90

PLHA Page 1

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55	55	55	55	55	55	55	55	55						
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§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

Funds will be used for the preservation and rehabilitation of affordable rental and ownership housing. Funds for ADUs will be used to develop pre-approved plans and allow for discounted plan check fees as pre-approved plans are selected. Once the initial notifications have occurred, and an interest list is developed, the City will screen each potential candidate to assess viability and willingness to participate

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The funds in this activity will be used to assisting households who are experiencing or at-risk for homelessness, including but not limited to providing, supportive/case management services, and outreach to allow people to obtain and retain housing, operating and capital cost for navigation centers and emergency shelters. Rental Assistance includes rental assistance, hotel/motel vouchers, bus passes/transportation costs for family reunification. Street Outreach encompasses a partnership with local organization(s) who will provide clients with basic needs. Supportive/Case Management Services will include salaries for Homeless Case Managers, rent, utilities, and operating costs.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2019	2019	2020	2020	2020					
Type of Activity for Persons Experiencing or At Risk of Homelessness	Rental Assistance (term of six months)	Supportive /Case Managem ent Services	Street Outreach	Rental Assistance (term of six months)	Supportive /Case Managem ent Services	Street Outreach					
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20.00%	55.00%	20.00%	30.00%	60.00%	5.00%					
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%					TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level Note: complete for year 2019 & 2020 only	420	0	0	0	0	0					420
§302(c)(4)(E)(ii) Projected Number of Households Served	5	10	10	10	10	10					55
\$302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	55	55	55	55	55	55					

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The funds in this activity will be used to assist households who are experiencing or at risk of homelessness. During the first year, funding will be available to agencies or non-profits who provide an array of human services that meet the Plan's goals and objectives. Once the initial notifications have occurred, and an interest list is developed, the City will screen each potential candidate to assess viability and willingness to participate.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

\$301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

PLHA Page 3

Application Development Team (ADT) Support Form Rev. 5/7/21												
Application Development Team (ADT) Support Form Rev. 57721 Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. and PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.												
Full Nam	e:				Date Requested:	A Vers	Application Version Date:					
Organiza						Contact Phone:						
Justification:												
Issue #	Prograi Name 8	m & Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date				
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PLHA Page 1

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) ADOPTING THE FIRST AMENDMENT TO THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM PLAN APPROVED BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO INCORPORATE OUTREACH, CASE MANAGEMENT, EMERGENCY HOUSING, AND OTHER HOUSING SERVICES FOR HOMELESS INDIVIDUALS AND FAMILIES OR THOSE AT RISK OF BECOMING HOMELESS; (2) ESTABLISHING BUDGET APPROPRIATIONS AND THE CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$393,191 FOR THE FIRST PLHA PROGRAM YEAR; AND (3) APPROVING A SPENDING PLAN FOR SAID PLHA FUNDING IN FISCAL YEAR 2022

WHEREAS, the State of California ("State") Department of Housing and Community Development ("Department") is authorized to provide up to \$195 million under the SB2 Permanent Local Housing Allocation Program Formula Component from the Building and Jobs Trust fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB2)); and

WHEREAS, the Department issued a Notice of Funding Availability ("NOFA") dated February 26, 2020, under the Permanent Local Housing Allocation ("PLHA") Program; and

WHEREAS, the City of National City ("City') is an eligible local government applying for the program to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients; and

WHEREAS, City staff recommends amending the PLHA approved Plan for year one and year two to propose 100% of its PLHA funds towards housing opportunities for those earning 60% of the San Diego County Area Median Income (AMI), including basic and emergency services for the homeless, including outreach, case management, homeless prevention, emergency housing, and rental assistance; and

WHEREAS, the approved PLHA Plan §302(c)(4)(A) adopted by City Council Resolution 2020-164 on August 18, 2020 states as the first of three priorities: "The City of National City is proposing 100% of its PLHA funds towards housing opportunities for those earning 60% of the San Diego County Area Median Income (AMI) through three types of activities in order of priority as follows: 1) to begin as Emergency Rental Assistance Program that will help families with low income in the City of National City who experience financial hardship due to an emergency"; and

Resolution No. 2021-Page Two

WHEREAS, the proposed First Amendment amends §302(c)(4)(A) to state: "In Years One and Two, funds will be used to assist households experiencing or at-risk of homelessness, including but not limited to providing outreach rapid rehousing, supportive/case management services to allow people to obtain and retain housing, and operating and capital cost for navigation centers and emergency shelters. In Years Three, Four, and Five, the City of National City will use 100% of its PLHA Funds for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), which meet the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days; and

WHEREAS, City staff also recommends a spending plan for first year funding of \$393,191 in order to continue and augment homeless outreach efforts, case management, emergency services, including basic services, shelter, and rental assistance; and

WHEREAS, the proposed spending plan will allow the City to maintain current levels of outreach provided by Alpha Project with \$60,000 from PLHA funds by leveraging a Regional Task Force on the Homeless grant committed to the City of National City and Chula Vista in fiscal year 2022; and

WHEREAS, the McAlister Institute, who has also been conducting homeless outreach and case management in National City through a contract with the County of San Diego, would receive \$313,532 of PLHA funds for homeless outreach in partnership with Community Through Hope, case management, and housing services.

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

Section 1: Adopts the First Amendment to the Permanent Local Housing Allocation (PLHA) Program Plan approved by the California Department of Housing and Community Development to incorporate outreach, case management, emergency housing, and other housing services for homeless individuals and families or those at risk of becoming homeless.

Section 2: Establishes budget appropriations and the corresponding revenue budget in the amount of \$393,191 for the first PLHA program year.

Resolution No. 2021-Page Three

Section 3: Approves the following spending plan for said PLHA funding in Fiscal Year 2022 and entering into agreements, subject to City Council ratification, with Alpha Project and McAlister Institute to help the City implement stated goals of the PLHA plan:

Activity	%	Funding Amount
Allowable Local City Grant Administration	5%	\$19,659
Rental Assistance (Term of 6 months)	20%	\$78,638
Supportive/Case Management Services	55%	\$216,256
Street Outreach	20%	\$78,638
Total	100%	\$393,191

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 15th day of June 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving and adopting the annual appropriations limit for fiscal year 2022 in the amount of \$71,573.263. (Finance)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.

Resolution of the City Council of the City of Nationa appropriations limit for fiscal year 2022 in the amou	, , , , , , ,	he annual:
PREPARED BY: Paul Valadez, Budget Manager PHONE: 619-336-4332 EXPLANATION: State law requires the governing body of each local	DEPARTMENT: Fina APPROVED BY: jurisdiction to establish its anne	
also known as the "Gann Limit," by resolution each the amount of local government spending which mathe appropriations limit is calculated by multiplying percentage change in the population of the local juricalifornia per capita cost of living.	year. The annual appropriation y be financed from tax proceed the previous year's appropriation	ns limit sets a cap on ds. ons limit by the
Based on information provided by the State Departnare used in establishing the fiscal year 2022 approp California per capita cost of living change	riations limit:	percentage changes
FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO. Appropriations limit of \$71,573,263	APPROVED:	
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to er ORDINANCE: INTRODUCTION: FINAL ADO		
STAFF RECOMMENDATION:	non.	
Approve and adopt the resolution.		
BOARD / COMMISSION RECOMMENDATION:		
ATTACHMENTS: 1. Annual Appropriations Limit – Fiscal Year 2022 (2. Resolution	calculation worksheet	

June 15, 2021

City of National City Annual Appropriations Limit Fiscal Year 2022

A. Fiscal Year 2021 Appropriations Limit		67,397,825
California Per Capita Cost of Living Change converted to a ratio ***		1.0573
Limit Sub-Total		71,259,720
San Diego County Population Change converted to a ratio ***		1.0044
Fiscal Year 2022 Appropriations Limit	\$	71,573,263
Gann Limit Recap		
Total City Appropriations	\$	91,302,468
Less: Non-Tax Proceeds		40,781,418
Estimated Appropriations Subject to the Limit	\$	50,521,050
Fiscal Year 2022 Appropriations Limit		71,573,263
Amount of Appropriations Below the Limit	\$	21,052,213.08

Source - State of California, Department of Finance http://www.dof.ca.gov/budgeting/

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT OF \$71,573,263 FOR FISCAL YEAR 2022

WHEREAS, Article XIII-B of the California Constitution provides that appropriations made by State and local governments shall be changed annually by a factor comprised of the change in population and the change in the cost of living.

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

Section 1: That the population change factors to be used in the calculating the appropriations limit for Fiscal Year 2022 shall be set forth in Attachment "1."

Section 2: That the cost of living factors to be used in the calculating the appropriations limit for Fiscal Year 2022 shall be as set forth in Attachment "1."

Section 3: That the appropriations limit for Fiscal Year 2022 shall be \$71,573,263 as set forth in Attachment "1."

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell, Jr., City Attorney	

City of National City Annual Appropriations Limit Fiscal Year 2022

A. Fiscal Year 2021 Appropriations Limit	\$ 67,397,825
California Per Capita Cost of Living Change converted to a ratio ***	1.0573
Limit Sub-Total	71,259,720
San Diego County Population Change converted to a ratio ***	1.0044
Fiscal Year 2022 Appropriations Limit	\$ 71,573,263
Gann Limit Recap	
Total City Appropriations	\$ 91,302,468
Less: Non-Tax Proceeds	40,781,418
Estimated Appropriations Subject to the Limit	\$ 50,521,050
Fiscal Year 2022 Appropriations Limit	71,573,263
Amount of Appropriations Below the Limit	\$ 21,052,213.08

Source - State of California, Department of Finance http://www.dof.ca.gov/budgeting/

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City Authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve and the elimination of the Debt Service Reserve and transfer of its balance to the Unassigned Fund Balance Reserve. (Finance)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 15, 2021 AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City Authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve and the elimination of the Debt Service Reserve and transfer of its balance to the Unassigned Fund Balance Reserve.

PREPARED BY: Phillip Davis, Interim Finance Director
PHONE: 619-336-4265

DEPARTMENT: Finance
APPROVED BY: Man Man Service
APPROVED BY: Man Service
APPR

EXPLANATION:

2. Resolution

At the May 4, 2021 City Council meeting, the City Council authorized amendments to City Council Policy #201, Maintenance of Reserve Funds, that included new target levels and creation of a new Reserve and the elimination of the Debt Service Reserve (a Restricted component of the General Fund's fund balance).

Approval of the resolution will authorize:

- the transfer from the Unassigned Fund Balance Reserve (-\$3,114,934) to the Committed Fund Balance Component named the Economic Contingency Reserve (+\$3,114,934);and
- the transfer from the Unassigned Fund Balance Reserve (-\$345,000) to the Committed Fund Balance component named the Facilities Maintenance Reserve (+\$345,000); and
- elimination of the Debt Service Reserve and the transfer of its balance (-\$535,169) to the Unassigned Fund Balance Reserve (\$535,169)

FINANCIAL STATEMENT: ACCOUNT NO. The accounts will be prepared by the Finance Department	APPROVED:	
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to env	vironmental review.	
ORDINANCE: INTRODUCTION FINAL ADOPT	ION	
STAFF RECOMMENDATION: Adopt the resolution.		
BOARD / COMMISSION RECOMMENDATION: Not applicable.		
ATTACHMENTS: 1. Staff Report		



City Council Staff Report

June 15, 2021

AGENDA ITEM:

Resolution of the City Council of the City of National City Authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve and the elimination of the Debt Service Reserve and transfer of its balance to the Unassigned Fund Balance Reserve.

EXPLANATION:

At the April 20, 2021 City Council budget workshop, the City Council reviewed the Preliminary Fiscal Year 2021-22 Budget and provided direction to staff regarding various matters, including to return to the City Council with a revised City Council Policy 201 – Maintenance of Reserve Funds (Policy). The City maintains reserves to strengthen its ability to withstand unexpected financial emergencies such as those that may result from natural disasters, revenue shortfalls, or unanticipated expenditures of a non-recurring nature, and to accumulate funds for large-scale purchases.

At the May 4, 2021 City Council meeting, the City Council authorized amendments to the Policy that included new reserve target levels, creation of a new Reserve and the elimination of the Debt Service Reserve (a Restricted component of the General Fund's fund balance).

The "new" Reserve, formalizes the already existing, Unassigned Fund Balance, to reserve status in the Policy and establishes its minimum level as 10% of General Fund operating expenditures. The Economic Contingency Reserve is a component of Committed Fund Balance and establishes its minimum level as 20% of General Fund Operating expenditures. The Facilities Maintenance Reserve is a component of Committed Fund balance and has its target level set at three-times the annual base need for performing major maintenance on the City's facilities, which is defined as 1.5% of General Fund operating expenditures. Committed Fund Balance Reserves require formal City Council action to add or spend funds from these reserves.

In addition to the changes discussed above, the newly revised Policy eliminates the Debt Service Reserve which is part of the Restricted component of the General Fund's fund balance. Reserves that are classified as "Restricted" are required to be classified as such due to covenants in the bond indenture. The City's bonds do not have this requirement and therefore the Debt Service Reserve can be eliminated. Elimination of this reserve will require the transfer of its balance of \$535,169 to the Unassigned Fund Balance reserve.

On June 1, 2021, the City Council adopted the City's budget for fiscal year 2021-22. The General Fund operating expenditures (including transfers out) total \$60,554,215. For purposes of determining reserve target levels, the amount is being rounded up to \$61.0 million. The table below shows the Projected Levels, New Target Amounts and the required transfers to be in compliance with City Council Policy 201 for the Unassigned Fund Balance, the Economic Contingency Reserve and the Facilities Maintenance Reserve for June 30, 2021.

Transfers from Unassigned Fund Balance to Committed Fund Balance Components

	Projected			
	Level as of		Over/(Under)	Transfer
Reserve	6/30/2021	New Target	Target	Amount
Unassigned Fund Balance Reserve (10%) *	14,643,132	6,100,000	8,543,132	(3,459,934)
Committed Fund Balance Components				
Economic Contingency Reserve (20%) *	9,085,066	12,200,000	(3,114,934)	3,114,934
Facilities Maintenance Reserve (1.5%) * ^	2,400,000	2,745,000	(345,000)	345,000

^{*} Based on General Fund operating expenditures of \$61M

The next table below summarizes the Transfers-In and Transfers-Out that are requested at this time. The Unassigned Fund Balance Reserve will have a projected ending fund balance of 18.8% almost double the target of 10%. When combined with the Economic Contingency Reserve the City's General Fund will have achieved reserve levels of nearly 40%.

Summary of Requested Transfers- In and Out

	Unassigned Fund Balance	Economic Contingency	Facilities Maintenance	Debt Service
Description	Reserve	Reserve	Reserve	Reserve
Beginning Balance 6/30/2020	16,294,668	9,085,066	2,400,000	535,169
Projected Use of FB in FY 2020/21	(1,912,388)	-	-	-
Subtotal	14,382,280	9,085,066	2,400,000	535,169
Transfers-Out 06/15/2021	(3,459,934)	3,114,934	345,000	-
Transfers-In 06/15/2021	535,169			(535,169)
Projected Ending Balance 06/30/2021	11,457,515	12,200,000	2,745,000	-

Percentage of FY 2021-22 General Fund				
Operating Expenditures (\$61M)	18.8%	20.0%	4.5%	0.0%
Target Percentage per CC Policy 201	10%	20%		

Included below is further discussion of each of the reserves addressed in this staff report.

[^]FMR Calculation (\$61M X 1.5%)X3

General Fund Unassigned Fund Balance: This category of fund balance has formally been set as a reserve with a minimum target level of 10% of a single year's General Fund operating expenditures. Together with the Economic Contingency Reserve, the City would have general purpose reserves of 38.8% of a single year's General Fund operating expenditures, which falls within the range of the 25% - 50% level that was previously established as the target for the Economic Contingency Reserve. The Unassigned Fund Balance would be used for smaller emergent needs. Amounts in excess of the target level would be available to augment other reserves or to utilize for one-time purposes.

General Fund Economic Contingency Reserve: The prior policy had a target of between 25% and 50% of a single year's General Fund operating expenditures. The current policy establishes a target of 20% of a single year's General Fund operating expenditures. This reserve would be accessed in the event of a catastrophic event or significant downturn in the economy. Formal City Council authorization is required to add or to spend from this reserve due to its being a component of Committed Fund Balance.

<u>Facilities Maintenance Reserve</u>: The prior policy target set an amount that is equal to between 10% and 15% of the acquisition costs of the City's building assets. The current policy target is three times the annual base needed for performing major maintenance on the City's facilities, which is defined as being 1.5% of the City's General Fund operating expenditures. The current policy also specifies that the City's annual budget include funding for major maintenance in the amount of 1.5% of the General Fund operating expenditures. Formal City Council authorization is required to add or to spend from this reserve due to its being a component of Committed Fund Balance.

<u>Debt Service</u>: The prior policy required amounts to be reserved equal to the debt service payments for the upcoming year. There are no such requirements in the indentures of any of the City's current debt financings and therefore the current policy eliminated this unnecessary reserve. Debt service payments are budgeted annually at the amounts required. The City has adequate amounts in its general purpose reserves to cover debt service payments should any adverse situation ever arise that would impact this obligation.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING (1) TRANSFERRING FUNDS FROM THE GENERAL FUND UNASSIGNED FUND BALANCE RESERVE TO THE GENERAL FUND COMMITTED FUND BALANCE'S ECONOMIC CONTINGENCY RESERVE AND FACILITIES MAINTENANCE RESERVE AND (2) ELIMINATING THE DEBT SERVICE RESERVE AND TRANSFER OF ITS BALANCE TO THE UNASSIGNED FUND BALANCE RESERVE

WHEREAS, at the May 4, 2021, City of National City ("City") City Council meeting, the City Council authorized amendments to City Council Policy #201, Maintenance of Reserve Funds; and

WHEREAS, the amendments included new reserve fund target levels, creation of a new reserve fund and elimination of the Debt Service Reserve fund; and

WHEREAS, the new reserve fund is titled Unassigned Fund Balance Reserve, and

WHEREAS, the amended reserve fund target level for the Unassigned Fund Balance Reserve is set at a minimum of ten percent (10%) of General Fund operating expenditures; and

WHEREAS, the amended reserve fund target level for the Economic Contingency Reserve fund is a minimum of twenty percent (20%) of General Fund operating expenditures; and

WHEREAS, the amended reserve fund target level for the Facilities Maintenance Reserve fund is a minimum of three times the annual base need for performing major maintenance on the City's facilities, defined as one and five-tenths percent (1.5%) of General Fund operating expenditures.

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

Section 1: Authorizes (1) transferring funds from the general fund unassigned fund balance reserve to the general fund committed fund balance's economic contingency reserve and facilities maintenance reserve and (2) eliminating the debt service reserve and transfer of its balance to the unassigned fund balance reserve.

Resolution No. 2021 – Page Two

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City amending City Council Policy 110 entitled "Display of Flags". (City Manager)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE: June 15, 2021

MEETING DATE:	June 15, 2021	AGENDA ITEM NO.
ITEM TITLE: Resolution of the C Flags."	city Council of the City of National City amending	City Council Policy 110 entitled "Display of
EXPLANATION: At the June 1, 2021 Council Policy 110	Tony Winney, Assistant City Manager City Council meeting, a majority of the City Councitled "Display of Flags." Additional detail regard. The redlined City Council Policy 110 and assist exhibits.	rding the proposed policy changes is provided
FINANCIAL STATE	MENT:	APPROVED: Finance
ACCOUNT NO.		APPROVED: MIS
Sufficient funding e. ENVIRONMENTAL N/A ORDINANCE: INT		chase new flags.
STAFF RECOMME		
Adopt the proposed	d resolution amending City Council Policy 110.	
BOARD / COMMIS	SION RECOMMENDATION:	
ATTACHMENTS:		
A. ExplanationB. Resolution of the	e City Council of the City of National City amend	ding City Council Policy 110 entitled "Display

C. Redline Proposed City Council Policy 110 entitled "Display of Flags"

D. Flag Photos

665 of 679

Explanation - City Council Policy 110 entitled "Display of Flags"

Exhibit A

At the May 16, 2021 City Council meeting, a majority of the City Council (4-1) requested a discussion of the City Council Policy 110 entitled "Display of Flags." A redline copy of the policy is attached as Exhibit B.

In summary, the Policy outlines which flags may be flown at City facilities and the manner, location, day and time of the display of those designated flags. The Policy was originally adopted in 1987, with amendments in 2016 which added the Las Palmas Pool and Kimball Recreation Center as additional flag locations, among other minor changes.

Currently, only the US and State of California flags are regularly flown at the following City facilities, unless otherwise stipulated by the Policy: City Hall, all Fire Stations, Library, Police Department, and Kimball Bowl. The City flag is also regularly flown at Kimball Bowl.

Additional Flags to Be Added to City Council Policy 110

At the subsequent June 1, 2021 City Council meeting, a majority of the City Council (4-1) supported adding the following 4 flags to the list of flags that can be flown at City facilities:

- Mourning Flag
- Gay Pride Flag
- Juneteenth Flag
- Kumeyaay-Diegueño Flag

A picture of each flag is attached for reference in Exhibit D, and a brief description is included below.

Location and Manner of Display

Staff recommends the Mourning Flag be flown at Fire Stations only, on a separate, secondary pole secured to the side of the building as shown in Exhibit D, and in a manner as outlined in Fire Department Policy. A copy of the policy is included below.

The City Manager would be authorized to display the Gay Pride, Juneteenth and Kumeyaay-Diegueño flags at select City buildings. The Gay Pride Flag would be flown during the entire month of June. The Juneteenth flag would be flown on June 19 each year. The Kumeyaay-Diegueño flag would be flown on Indigenous People's Day which is the second Monday in October annually.

The flags would be flown below the US and California State flags on the existing poles. Staff would also research the possible installation of a new pole at City Hall for future display of any community flags, if directed by City Council, as part of the upcoming remodel of the entry to City Hall.

Fire Department Display Policy: Mourning Flag

The San Diego County Fire Agencies have adopted a standard Mourning Flag that is to be displayed at Fire Station facilities when appropriate.

- Flown from a pole that is affixed in a bracket on the side of the building at a 45-degree angle.
- Located in an area visible to the public.

The Mourning Flag will be stored in an area known and readily accessible to on duty fire personnel.

The Company Officer is responsible for the proper display of the Mourning Flag and its respectful care when not in use. Replacement of the Mourning Flag due to wear and tear shall be requested by the Company Officer as needed.

The Fire Chief or designee will order mourning flags to be flown whenever it is appropriate according to the following guidelines. The Fire Chief will provide guidance on any variations to the guidelines based on specific circumstances. Badge shrouds should be worn per individual Department guidelines whenever the mourning flags are displayed.

Mourning Flags will be displayed at all fire stations from the time of notification until sunset on the day of the funeral or memorial service when:

- A Firefighter from a Fire Department within California suffers an incident related line of duty death (LODD).
- A Firefighter from Fire Department outside of California suffers an incident related line of duty death (LODD) while assigned to an incident within California.
- An active duty Firefighter or uniformed non-suppression member of a Fire Department from within San Diego County dies from a non-incident related line of duty death (LODD).
- A Firefighter line of duty death occurs that is of significant magnitude at the national level as determined by the Fire Chief or designee.

Mourning Flags will be displayed at all fire stations on the day of the funeral or memorial service (0800 to sunset) when:

- An active duty Firefighter or uniformed non-suppression member of a Fire Department from within San Diego County dies from a non-occupational cause.
- A retired Firefighter from an agency within San Diego County dies within five years of separation as a direct result of a documented work-related cause.
- The Fire Chief has discretion to order actions outside of this protocol under special circumstances.

The Mourning Flag may be displayed when the U.S. and State flags are at half-staff.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags

POLICY # 110

ADOPTED: July 14, 1987

AMENDED: October 18, 2016

<u>Purpose</u>

To establish guidelines governing the flying of the following 15 flags:

- United States of America
- State of California
- City of National City
- Army
- Navy
- Marine Corps
- Air Force
- United States Coast Guard
- POW
- Army Retired
- Navy Retired
- Air Force Retired
- World War II Commemorative
- Korea War Veterans
- Vietnam Veterans
- Mourning Flag
- Gay Pride Flag
- Juneteenth Flag
- Kumeyaay-Diegueño Flag

Policy

The City of National City observes the following protocol with respect to the display of the flags.

- 1) The flags will be displayed from sunrise to sunset unless properly lighted.
- 2) The flags will be hoisted briskly and lowered ceremoniously.
- 3) The flags will not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- 4) The City Manager is authorized to display at City buildings the United States flag at half-staff in accordance with the rules set forth below and at such times as the President of the United States, the Governor of the State of California, or a request by the City Manager, and concurrence by the Mayor with notification to the City Council during the next available City Council meeting shall prescribe such action.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Display of Flags

POLICY # 110

ADOPTED: July 14, 1987

AMENDED: October 18, 2016

- a) Thirty days from the death of a President or former President.
- b) Ten days from the day of death of a Vice-President, Chief-Justice of the United States or a Speaker of the House of Representatives.
- c) The day of death and on the following day for a United States Senator or Representative, the Governor of the State of California, and any elected official of the City of National City.
- d) On the closest working day to the date of internment for an employee of the City of National City.
- 5) The flags will be flown at half-staff on the following days:
 - a) Peace Officers Memorial Day, May 15th, unless that day is also Armed Forces Day (sunrise to sunset).
 - b) Memorial Day, last Monday in May, sunrise to noon
 - c) Patriot Day, September 11, sunrise to sunset.
 - d) Pearl Harbor Remembrance Day, December 7, sunrise to sunset.
 - e) National Firefighters Memorial Day, rotating date in October, typical a Sunday (sunrise to sunset).

When flying the flags at half-staff, the flags will be hoisted to the peak for an instant and then lowered to the half-staff position.

- 6) At Kimball Bowl, the United States, State of California, and the City of National City flags will be flown 24 hours, 7 days a week, except in the case of inclement weather. These flags shall be lighted during night time hours.
- 7) All locations will fly the United States and the State of California flags on the holidays listed below. In addition, the Kimball Bowl will fly other flags on certain holidays as listed below:
 - a) Inauguration Day January 20th
 - b) President Day 3rd Monday in February
 - c) Armed Forces Day 3rd Saturday in May (Ceremonial flags will be flown at

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Kimball Bowl)

- d) Memorial Day the last Monday in May (Ceremonial flags will be flown at Kimball Bowl)
- e) Flag Day June 14 (Ceremonial flags will be flown at Kimball Bowl)
- f) Independence Day July 4 (Ceremonial flags will be flown at Kimball Bowl)
- g) Labor Day 1st Monday in September
- h) California Admission Day-September 9
- i) Patriot Day September 11 (Ceremonial flags will be flown at Kimball Bowl)
- j) Veterans Day November 11 (Ceremonial flags will be flown at Kimball Bowl)
- k) Pearl Harbor Day December 7 (Ceremonial flags will be flown at Kimball Bowl)
- I) Other days that may be proclaimed by the President of the United States

8) Mourning Flag

The Mourning Flag is to be flown at Fire Stations only, the manner of which is outlined by Fire Department Policy.

9) Community Flags

The City Manager is authorized to display the following community flags at select City buildings. The flags are to be flown below the United States and California State flags, unless flown on a separate flag pole.

- Gay Pride Flag to be flown during the month of June.
- Juneteenth Flag to be flown on June 19 annually.
- Kumeyaay-Diegueño Flag to be flow on Indigenous People's Day, second Monday in October annually.
- 10) The following departments are responsible for raising and lowering the flags at the listed locations, if flags are flown at those locations:
 - a) Las Palmas Park Public Works Department
 - b) Las Palmas Municipal Pool Public Works Department
 - b) Library Public Works Department
 - c) Civic Center Public Works Department
 - d) Police Department Public Works Department
 - e) Fire Department (Stations# 31 and# 34) Fire Department
 - f) Kimball Bowl Public Works Department
 - g)—Kimball Recreation Center Public Works Department

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Related Policy References

NonePublic Law 94-344 - Federal Flag Code.

Prior Policy Amendments:

September 18, 2001 (Resolution No. 2001-140) August 7, 2007 (Resolution No. 2007-187) December 2, 2008 (Resolution No. 2008-256) October 8, 2013 (Resolution No. 2013-147) October 18, 2016 (Resolution No. 2016-168)

Exhibit D

Flag Photos

*actual flags may vary slightly by manufacturer

Mourning Flag Photos

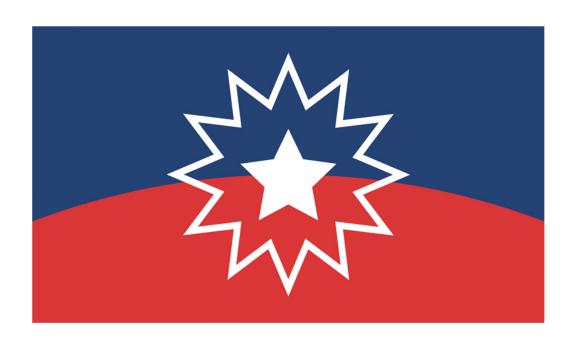




Gay Pride Flag



Juneteenth Flag



Kumeyaay-Diegueño Flag



RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CITY COUNCIL POLICY 110 ENTITLED "DISPLAY OF FLAGS"

WHEREAS, at the June 1, 2021, City of National City ("City") City Council Meeting, the City Council directed City staff to return with revisions to City Council Policy 110 entitled "Display of Flags"; and

WHEREAS, at the June 15, 2021, City Council Meeting, City staff presented its proposed revisions to City Council Policy 110 entitled "Display of Flags."

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

Section 1: Approves the proposed revisions to City Council Policy 110 entitled "Display of Flags."

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

PASSED and ADOPTED this 15th day of June, 2021.

	Alejandra Sotelo-Solis, Mayor
ATTEST:	
Luz Molina, City Clerk	
APPROVED AS TO FORM:	
Charles E. Bell Jr., City Attorney	

The following page(s) contain the backup material for Agenda Item: <u>Update on Housing Element and Housing Strategic Plan. (Housing Authority)</u>
Please scroll down to view the backup material.

Item	#	
06/15	5/2	2021

Update on Housing Element and Housing Strategic Plan

(National City Housing Authority)

The following page(s) contain the backup material for Agenda Item: <u>City Manager Report.</u> (<u>City Manager</u>)
Please scroll down to view the backup material.

ltem	#
06/15	5/21

City Manager Report

(City Manager)