



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, SEPTEMBER 21, 2021 – 6:00 PM

**ALEJANDRA SOTELO-SOLIS**  
Mayor

**JOSE RODRIGUEZ**  
Vice Mayor

**MARCUS BUSH**  
Councilmember

**RON MORRISON**  
Councilmember

**MONA RIOS**  
Councilmember

**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](http://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](http://www.nationalcityca.gov). Regular Meetings of the Elected Body are webcast and archived on the City's website at [www.nationalcityca.gov](http://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](mailto: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,

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](http://WWW.NATIONALCITYCA.GOV)

indicate General Public Comment in the subject line. 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.

**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 4:00 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](mailto: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. Please

contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. 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](http://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](http://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](mailto:PublicComment@nationalcityca.gov), proporcione el número del tema o asunto de la agenda y el título del tema o asunto en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos se limitan a tres (3) minutos. Si el comentario no se relaciona con un tema o asunto específico de la agenda, indique Comentario Público General en la línea de asunto. Todos los comentarios por correo electrónico recibidos antes de las 4:00 p.m. del día de la sesión se enviarán por correo electrónico a los miembros del Concejo Municipal y formarán parte del acta oficial.

**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 4:00 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](mailto: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. [A Proclamation of the City of National City Celebrating Latino Heritage Month and Recognizing Father Edmundo Zarate.](#)
2. [A Proclamation of the City of National City Declaring September as National Disaster Preparedness Month.](#)

#### **AWARDS AND RECOGNITIONS**

3. [Employee of the Quarter 2021 - Christopher Garcia, Supervising Custodian. \(Engineering/Public Works\)](#)

#### **PRESENTATIONS (FIVE-MINUTE TIME LIMIT)**

4. [Library Board of Trustees Annual Report 2020-2021. \(Library and Community Services\)](#)
5. [School Resource Officer Program. \(Police\)](#)

#### **INTERVIEWS / APPOINTMENTS**

6. [Appointments: City Boards, Commissions, and Committees - Mayoral Appointments. \(City Clerk\)](#)
7. [Appointments: City Boards, Commissions and Committees - City Council Appointment. \(City Clerk\)](#)

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

#### **CONSENT CALENDAR**

8. [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. \(City Clerk\)](#)

9. [Resolution of the City Council of the City of National City ratifying a First Amendment extending the term to September 30, 2021 and authorizing a Second Amendment extending the term to June 30, 2022 to the Agreement with the County of San Diego for the administration of COVID-19 vaccinations via mobile service units \(Mutual Aid Agreement\) and authorizing the City Manager to execute future amendments extending the term of the Mutual Aid Agreement. \(Fire\)](#)
10. [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 2022. The City of National City will be reimbursed \\$77,068 for FY 2022. \(Police\)](#)
11. [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 for partial funding of the School Resource Officer Program for FY 2022. The City of National City will be reimbursed \\$105,000 for FY 2022. \(Police\)](#)
12. [Resolution of the City Council of the City of National City approving the settlement between Cheryl Newell and the City of National City. \(City Attorney\)](#)
13. [Resolution of the City Council of the City of National City approving the settlement and release agreement between Mauquieta McNeil and Taneka McNeil and the City of National City. \(City Attorney\)](#)
14. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Vortex Industries, Inc., increasing the not-to-exceed amount by \\$60,000, for a total Agreement amount of \\$120,000, due to the demand and continuous need for assistance with specialized services for commercial roll-up doors and gates. \(Engineering/Public Works\)](#)
15. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with 24 Hour Elevator, Inc., increasing the not-to-exceed amount by \\$100,000, for a total Agreement amount of \\$160,000, due to the demand and continuous need for assistance with specialized elevator services. \(Engineering/Public Works\)](#)
16. [Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of Stancrest Lane and E. 14th Street in order to enhance safety and visibility for drivers exiting Stancrest Lane onto E. 14th Street \(TSC No. 2021-17\). \(Engineering/Public Works\)](#)

17. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 1510 Harding Avenue \(TSC No. 2021-18\). \(Engineering/Public Works\)](#)
18. [Investment transactions for the month ended July 31, 2021. \(Finance\)](#)
19. [Warrant Register #5 for the period of 7/28/21 through 8/03/21 in the amount of \\$1,321,040.70. \(Finance\)](#)
20. [Warrant Register #6 for the period of 8/04/21 through 8/10/21 in the amount of \\$2,265,977.29. \(Finance\)](#)
21. [Warrant Register #7 for the period of 8/11/21 through 8/17/21 in the amount of \\$976,085.85. \(Finance\)](#)

## **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

### **NON CONSENT RESOLUTIONS**

22. [Resolution of the City Council of the City of National City: 1\) acknowledging the Preliminary Update of Climate Action Plan and; 2\) directing staff to return to City Council with a CCA ordinance and Joint Powers Agency agreement with San Diego Community Power. \(Engineering/Public Works\)](#)

### **NEW BUSINESS**

23. [Resolution of the City Council of the City of National City authorizing the acceptance of the Library Access on the Go Grant from the State Library in the amount of \\$16,421 to cover the costs associated with creating an app for National City Public Library and the establishment of Library Grants Fund appropriations of \\$16,421 and corresponding revenue budget for Library Access on the Go with no matching funds required. \(Library and Community Services\)](#)

## **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**



24. [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 - October 5, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [A Proclamation of the City of National City Celebrating Latino Heritage Month and Recognizing Father Edmundo Zarate.](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
09/21/21

**A Proclamation of the City of National City Celebrating  
Latino Heritage Month and Recognizing Father Edmundo Zarate**

The following page(s) contain the backup material for Agenda Item: [A Proclamation of the City of National City Declaring September as National Disaster Preparedness Month.](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
09/21/21

**A Proclamation of the City of National City Declaring  
September as National Disaster Preparedness Month**

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2021 - Christopher Garcia, Supervising Custodian. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.



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

DATE: September 2, 2021  
TO: Brad Raulston, City Manager  
FROM: Robert J. Meteau, Jr., Human Resources Director *RJM*  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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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 3<sup>rd</sup> Quarter of calendar year 2021 is:

**Christopher Garcia, Supervising Custodian**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, September 21, 2021 to be recognized for his achievement and service.*

Attachment

cc: Christopher Garcia  
Roberto Yano, Director of PW/City Engineer  
Arturo Gonzalez, Facilities Maintenance Supervisor  
Mayor's Confidential Assistant  
Human Resources – Office File

RECEIVED

AUG 31 2021

CITY OF NATIONAL CITY  
HUMAN RESOURCES DEPARTMENT



Performance Recognition Award  
**Nomination Form**

I nominate CHRISTOPHER GARCIA 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.

Christopher Garcia has been with the city since February 2017 as the Supervising Custodian. He supervises our custodial staff and janitorial efforts at all City buildings. He's also responsible for coordinating all set-ups and tear-downs; whether it's a meeting, staff events, or Covid vaccine operations, Chris is involved. Under Chris, the custodial staff have performed outstanding, especially during the unprecedented pandemic. Chris recently returned to school to follow his dream of becoming a fire fighter and has shown what he has learned by using his knowledge and quick responsiveness in assisting in saving a life at the Martin Luther King Jr Building earlier this year. His remarkable and courageous actions were recognized by the Fire Department as they presented Chris with a Life Saving Award. His professionalism, positive attitude, and supportive work ethic, no matter the task, continuously demonstrate he's a leader, team player, and an asset to the City.

**FORWARD COMPLETED NOMINATION TO:**

National City Performance Recognition Program  
Human Resources Department

Nominated by: Roberto Yano, Director of Public Works/City Engineer

Signature: 

Date: 08/31/2021



The following page(s) contain the backup material for Agenda Item: [Library Board of Trustees Annual Report 2020-2021. \(Library and Community Services\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_

09/21/21

**PRESENTATION  
LIBRARY BOARD OF TRUSTEES  
ANNUAL REPORT - FY 2020/21**

**(Library & Community Services)**



# ANNUAL REPORT 2020-2021

## Library Board of Trustees

National City Public Library



**National City Public Library**

1401 National City Blvd., National City, CA 91950

[www.nationalcitylibrary.org](http://www.nationalcitylibrary.org)

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## Library Mission

Recognizing the cultural, linguistic, and economic diversity of our community, the National City Public Library serves the informational, educational, social, and recreational needs of all the residents of the community. We support lifelong learning, personal enrichment and empowerment by providing access to a variety of materials and current technology, a team of courteous and knowledgeable staff, and a welcoming environment that contributes to the quality of life in National City.

### Library Board of Trustees

Sherry Gogue, President

Bradley Bang, Secretary

Margaret Godshalk, Trustee

Raymond Juarez, Trustee

Coyote Moon, Trustee

Paula Gapp, Alternate Trustee

## The Year in Review

The past year continued to reflect the hard work and dedication of library staff and volunteers, the support of the Friends of the Library, and the leadership of the Board of Trustees and City Council. The Library's main mission is to share and give access to learning and resources by teaching avid minds 21<sup>st</sup> century skills through introduction of more emerging technologies.

The Library was closed due to COVID-19 at the beginning of the fiscal year and was offering modified library services and virtual programming. The Library re-opened the Computer Lab in August 2020 until it was closed in early 2021 when the County fell back into the most restrictive tier of the State's Coronavirus "Blueprint" framework. Although curbside service for pickup of library materials and phone reference services were still being maintained, the Library quickly shifted to technology to curate services and resources to patrons. Virtual offerings such as electronic books and magazines, streaming platforms, and Zoom for tutoring and programs took center stage. The Library re-opened to the public for most services in mid-June 2021.

The statistics on the following page indicate that our e-card program and e-resources collection showed a dramatic increase. The e-resources collection size doubled during the past year due to the acquisition of consortium-led e-books and e-audio. E-cards allowed library patrons to fully utilize e-resources during the Library's closure.

## Operating Highlights - Data Snapshot

	<b>FY2018-19</b> Jul 2018 - Jun 2019 12 month data - Actual	<b>FY2019-20*</b> Jul 2019 - Jun 2020 12 month data - Actual	<b>FY2020-21 *</b> Jul 2020 - Jun 2021 12 month data - Actual
<b>Hours Open</b>	2,500	1,638	1,782 (curbside)
			1,512 (Computer Center)
			891 (Literacy ESL classes)
			54 (fully open)
<b>Visitors to the Library</b>	156,919	107,228	18,624
<b>Website (virtual) Visits</b>	96,648	80,109	51,340
<b>Collection Size - Print</b>	206,210	204,284	229,380
<b>Collection Size - Electronic</b>	83,101**	543,618**	1,087,409**
<b>Active Library Cards</b>	31,061	27,484	22,710
<b>eCards</b>	Not offered	238	5,911
<b>Print Check Out</b>	100,253	68,061	10,379
<b>Digital (eBook) Check Out</b>	3,341	5,792	6,307
<b>Reference Questions-<small>includes LHR and Tech</small></b>	76,531	48,609	10,744
<b>Computer Sessions</b>	49,116	32,611	4,398
<b>Wi-Fi Sessions</b>	18,205	13,028	6,246
<b>All Programs</b>	1,568	1,280	238
<b>Program Attendance <small>in person</small></b>	15,600	12,765	9
<b>Online Program Attendance</b> <small>Includes virtual, remote, and drive-thru programs</small>	0	0	10,217
<b>Computer Classes / ESL/ Tutoring Attendance</b>	186 classes / 555 attendees	150 classes / 496 attendees	360 classes /613 attendees
<b>Volunteer Hours</b>	3,693	4,660	226

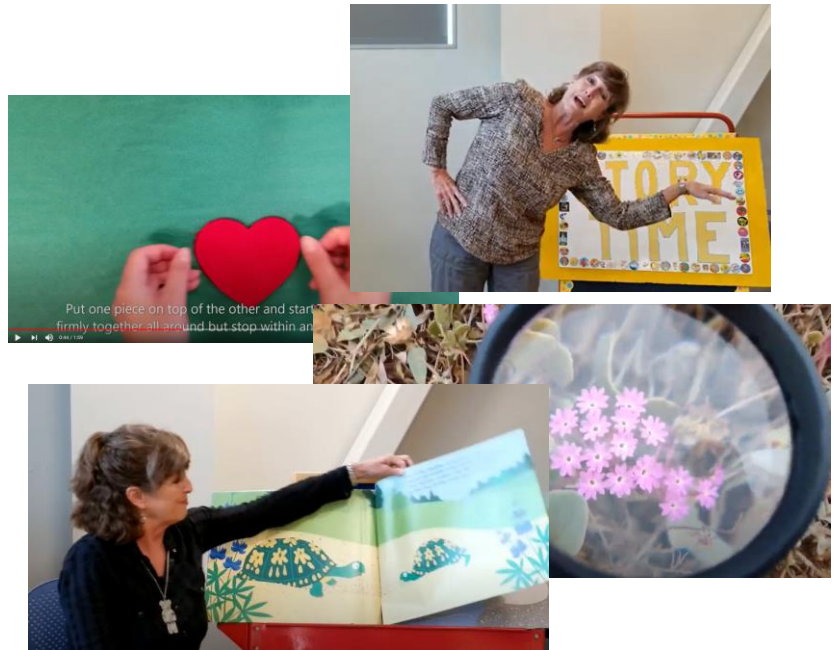
\* Library closure in effect March 14, 2020 due to COVID-19.

\*\* Some electronic collections are part of a library consortium's collection

## Program Highlights

### Virtual Storytimes and Crafts

- During the closure, staff pivoted to all-virtual programming, including our popular storytimes. Staff created virtual storytimes for our youngest patrons to allow them learning activities from the safety of their homes. Staff created unique craft programming available through Zoom and video for our participants.



### STEAM Programs

- Starting in February 2021, the Library partnered with local school districts, FLEET Science Center, Stephen Birch Aquarium and many other co-partners of the National City STEAM Collaborative to create and provide the National City **16 Weeks of STEAM** programming. The Library was instrumental in registering participants for this important program, resulting in the registration of over 700 National City children.
- The Friends of the Library partnered with staff to fund craft kits and **STEAM kits** available for pick-up by library patrons to use at home.
- Starting in March 2021, the Library partnered with UCSD Extension/Sally Ride Science to offer **virtual STEAM programming** with a fellowship for five programs to 100 participants.
- The Tech Lab still provided print shop capabilities by providing **3D Printing** for over 20 patrons who sent in their designs. Typically, the Tech Lab is more than just a print shop - users can learn about TinkerCAD (online software), design their own toys or gadgets, create a prototype, and print them for free.



### Library Programs

#### Halloween Booktacular Event



Cars lined up in the parking lot for the Halloween Booktacular event in October. With the help of the Council on Literacy and the Molina foundation, Library staff distributed books to our community's children during Halloween - our first book drive-thru giveaway. A total of 582 book bags were distributed to families in 259 cars at our drive-thru event!

#### Holly Jolly Book Fest

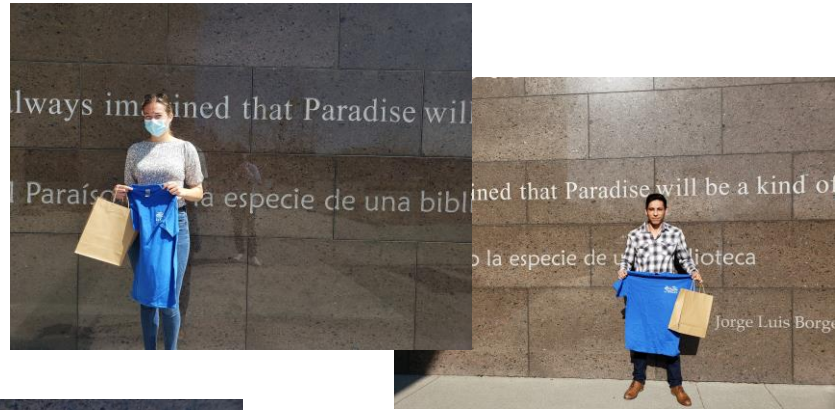


The Holly Jolly Book Fest was a virtual event that featured Santa and his Elf. Children were able to submit their letters to Santa which were read "on the air" and then received a free book.



## Volunteer Recognition

Thank You to our  
Volunteers!



As we could not have a proper Volunteer Appreciation Night Dinner for our amazing Tutor Volunteers, we instead made “Thank You” Appreciation Bags for our Tutors to come and pick up. Each bag contained items that could be used for everyday use and tutoring (face mask, pens, literacy t-shirt, water bottle, flash drive, earbuds). Several of our dedicated tutors continued through these difficult times to help our community members reach their goals. A special note of Congratulations to Cris Mendez who received our first Tutor of the Year award!

## Diversity Book Club

The new Diversity Book Club was put together by the library’s Teen Leadership Committee. With this book club, staff are hoping to spotlight books that represent diverse voices and new narratives that aren’t often represented in mainstream publications. Diverse voices can include LGBTQ characters, characters with a disability, immigrant or indigenous voices and books by and about people of color.

**DIVERSITY  
BOOK  
CLUB**

NATIONAL  
CITY LIBRARY  
TEEN  
LEADERSHIP  
COMMITTEE

FOR TEENS  
GRADES 7-12

Read and discuss books from diverse voices.  
Sign up here: <https://bit.ly/dbcTLC>

## Strategic Highlights

### 1. Supporting Literacy and Workforce Readiness

Our Literacy Program offers a unique setting for adults to achieve their literacy goals, earn high school diplomas and career certificates, and develop the workforce readiness skills they need to succeed in the 21<sup>st</sup> century. Due to COVID-19, this program was challenged to maintain classes and services, but move them to a virtual environment.

All classes and services were held virtually this past year. Regular operation consists of one-on-one tutoring or small group instruction sessions. Our literacy program takes things a few notches higher by offering a plethora of classes and workshops:

- ❖ **Adult Basic Education (ABE)** - classes are for adults at the elementary level (to grade 8) and focus on basic literacy and computational skills.
- ❖ **Adult Literacy programs** - help for English-speaking adults to improve their reading, writing, and communication proficiency and math skills to reach their potential as workers, parents, community members, and life-long learners.
- ❖ **English as a Second Language (ESL)** - Four sessions of Basic ESL classes for non-native English-speaking adults who want to improve their writing and writing skills were held virtually. Each session was two months in length.
- ❖ **Workforce Literacy** - Tutors held virtual programs and services that helped adults find employment, move into a new job or enter trade-based training programs.
- ❖ **Computer Literacy** - Four 6-week classes were held on each of the following topics: basic computer skills, Excel basics, Zoom Basics, and PowerPoint basics. The classes were attended by 267 learners.
- ❖ **Preparation for various tests/exams** such as GED (General Educational Development), HiSet (High School Equivalency Test), ASVAB (Armed Services Vocational Aptitude Battery), Citizenship Exam.
- ❖ In addition to GED and HiSET test preparation tutoring, **Career Online High School**, an educational service offered by Smart Horizons and endorsed by the California State Library, allows adults lacking a high school diploma to earn an accredited high school diploma and credentialed career certificate at the same time. In partnership with the County of San Diego Library, National City Library offers a \$2,500 scholarship to defray the program costs. We currently have 13 students enrolled.



Zoom Tutoring Session

## 2. Digitally Empowering the Community

From getting an education to upskilling and lifelong learning to securing employment to filing taxes and staying in touch with family, digital empowerment is all about keeping people better connected. National City Public Library is proud to serve as a gateway and vital community anchor institution for digital inclusion, digital advancement, and equitable access to information and resources.

- **State Library's High-Speed Broadband Project** - connecting public libraries to the California Research and Education Network, operated by CENIC, a high-capacity fiber-optic-based network serving more than 20 million users across CA. Over the last 5 years, National City Public Library has been connected to the CENIC network, which is also used by the University of California, the state university system, community colleges and public schools. As a result, the Library has high-speed yet affordable broadband that enables us to offer services like unlimited wireless access, videoconferencing, streaming media, content creation, and longer sessions on terminals. The Library applied for and received \$135,000 for equipment and service for year 6 of the CENIC Broadband Project to increase the bandwidth from 1GB to 10GB and expand Wi-Fi access beyond the library building into the parking lot. This project will be completed in Fiscal Year 2021-22.
- **Technology Grants secured for innovative technology solutions** - As part of our *Staying Connected - Technology for All* project, the Library was awarded two grants: CDBG-CV Grant and Neighborhood Reinvestment Program Grant totaling over \$86,000. This funding allowed the Library to acquire a collection of laptops and hotspots and establish a laptop/hotspot loan program to literacy learners, giving them access to technology to pursue their literacy goals through remote/distance learning. In addition, CARES Act funding allowed for the purchase of 9 Chromebooks and hotspots for a general patron loan program. This equipment is due to be delivered in August 2021.
- **Additional E-Resources** - During the closure, many new e-resources were added to the Library's digital collection such as Comics Plus, JobNow, VetNow, and ProQuest. In addition, many new e-books and e-audiobooks were purchased to enable library patrons to access library materials without walking through the Library doors.

## 3. Preserving National City's Cultural Heritage - Digital Archives Initiative

Dedicated to being open-access to our community, National City Public Library joins a growing number of libraries, museums, and archives to provide free access to images and documents to the public. Started in 2017, we began to provide online access to our archival materials on Archive.org.

With over 800 objects currently digitized, including:

- Over 700 historical photographs

<https://archive.org/details/nationalcitylibrary?and%5B%5D=mediatype%3A%22image%22&sort=-addeddate>

- 81 Sweetwater Union High School Annuals (1923 - 2009)

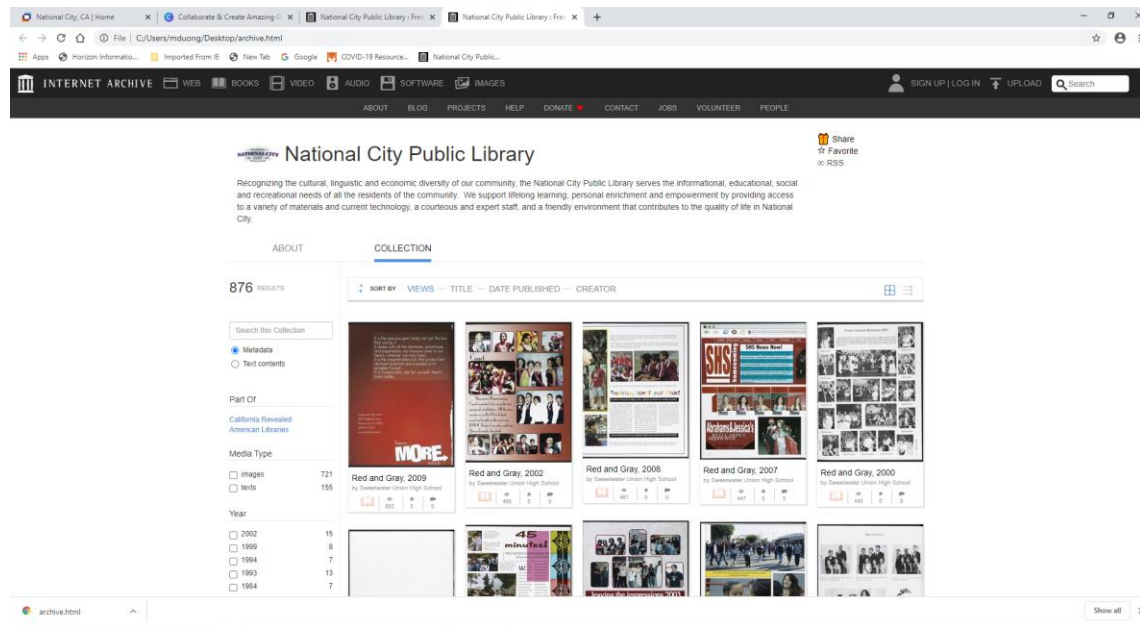
<https://archive.org/details/nationalcitylibrary?and%5b%5d=creator%3A%22national+city+high+school%22&and%5b%5d=creator%3A%22sweetwater+union+high+school%22>

- 59 diaries of National City founder, Frank A. Kimball

[https://archive.org/details/nationalcitylibrary?and\[\]=creator%3A%22kimball%2C+frank+augustus+1832-1913%22](https://archive.org/details/nationalcitylibrary?and[]=creator%3A%22kimball%2C+frank+augustus+1832-1913%22)

Our community can access our growing online collection without any restrictions. These digitization projects were conducted by California Revealed, a State Library-funded initiative to help California's public libraries digitize, preserve, and make their collections widely and openly accessible to the communities.

Browse through our digital collection at [www.archive.org/details/nationalcitylibrary](http://www.archive.org/details/nationalcitylibrary)



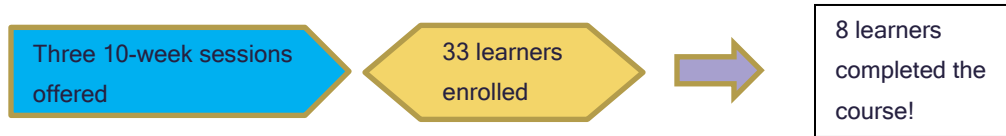
The digitization of the Star News local newspaper on microfilm has been recently completed by the Center for Bibliographic Studies and Research (CBSR) at University of California, Riverside.

#### 4. Partnerships

There's no better approach to solving challenges than forging strategic partnerships, harnessing the strengths and abilities of others, and driving collaborative innovation that delivers what our patrons need. With that in mind, National City Public Library strives to broaden our relevance by fostering collaboration and leveraging offerings our partners can bring to the table to benefit both of our clientele.

- Through the Federal Work Study Program, students of **Southwestern College (SWC)** and **PIMA Medical Institute** have been offering tutoring to adult-aged learners in several subjects such as GED, ASVAB, Reading and Writing, ESL, Citizenship, and Math.
- The Library's 16 Weeks of STEAM project was the culmination of a partnership with **FLEET Science Center, Stephen Birch Aquarium, Olivewood Gardens, Ocean Connectors, Stein Family Farm, A Reason to Survive (ARTS), Sweetwater Union High School District, National School District** and many other organizations. The Library also teamed up with **UCSD Extension** and were offered a fellowship for five programs to 100 participants for virtual STEAM programming through **Sally Ride Science**.
- Literacy has teamed up with **AARP** to help promote our program and provide senior tutors. In addition, Literacy has also been working with the **San Diego Futures Foundation** to bring more computer classes and Internet Safety classes to the Library. The **San Diego Council on Literacy** donated thousands of new books as giveaways to our young patrons.

- **Jewish Family Service (JFS) of San Diego** - the immigration journey can be challenging. In collaborating with JFS, the Library focuses on helping newcomers successfully navigate the path to citizenship. Facilitated by JFS, our adult learners can now attend free 10-week Citizenship classes that cover citizenship test, interview, and process.



- **Friends of the Library** - a §501(c)(3) non-profit organization group that has already been a staunch supporter of library services with its Friends members working tirelessly to raise funds through book sales to support library programs and collections. The Friends of the Library generously donated approximately \$60,000 to fund the cost of the digitization of the historic Star News onto microfilm. This project was completed this fiscal year and will preserve this unique collection and make it accessible to all.

## CLOSING REMARKS

2021 has been a challenging year on many levels due to the COVID-19 pandemic, causing the Library to pivot to virtual services. Although our doors had been closed to the public, staff continued to provide virtual services - storytimes, tutoring, phone reference, and additional e-resources. Of course, the traditional service days that were lost will affect our statistics; however, the closure also allowed for opportunities to better serve the public, both in our service model and in our pivot to assist our patrons.

During the closure, the Library quickly re-directed its traditional in-person services toward a virtual model using technology to deliver services and activities online or remotely. So although some traditional statistics decreased when compared to the previous year, digital usage has increased showing a very positive trend that going forward the Library can offer its services via multiple delivery methods depending on user's preferences. Whether they like virtual or in-person, the Library will be equipped to deliver its services in a responsive manner.



# Library Board of Trustees Annual Report FY 2020-2021

# Library Data Snapshot

- ❖ COVID had an impact on our open hours, number of visitors, and number of checkouts
- ❖ Library staff pivoted to curbside service and creating virtual programs
- ❖ Library staff focused on providing additional digital and virtual resources
  - ❖ The e-collection doubled in size
  - ❖ Online classes brought in more attendees than we had in 2018/19
  - ❖ Staff developed an eCard system that allows patrons to check out items digitally without coming into the library for a card
  - ❖ Online program attendance was still fairly high

# Program Highlights

- ❖ Virtual Storytimes and Crafts
- ❖ STEAM Programs
  - ❖ 16 Weeks of STEAM
  - ❖ Sally Ride Science (UCSD Extension)
- ❖ Halloween Booktacular
- ❖ Diversity Book Club



**DIVERSITY BOOK CLUB**

FOR TEENS GRADES 7-12

Read and discuss books from diverse voices.  
Sign up here: <https://bit.ly/dbcTLC>

NATIONAL CITY LIBRARY  
TEEN LEADERSHIP COMMITTEE



# Strategic Highlights

## ❖ Academic Enrichment

- ❖ Adult Literacy and Basic Education
- ❖ English as a Second Language (ESL)
- ❖ Computer Literacy Classes

## ❖ Increased Technology and Resources

### ❖ High-Speed Broadband Project

- ❖ State Library Grant for Equipment and Service to increase bandwidth from 1GB to 10GB with estimated date of completion - June 2022

### ❖ Literacy Laptops and Hotspots

- ❖ CDBG-CV funds and a Neighborhood Reinvestment Programs Grant allowed the Library to acquire 86 laptops and hotspots to loan out to literacy learners and tutors

### ❖ Additional E-Resources

- ❖ The Library leveraged their membership in local consortia to double the number of digital resources available to patrons

# Strategic Highlights

## ❖ Digital Archives Initiative

### ❖ Star News Digitization Project

- ❖ The digitization onto microfilm has been completed and was generously funded by the Friends of the Library

### ❖ Other projects are available for patron viewing on Archive.org and through our Library's website

- ❖ Historical Photographs, SUHS Annuals, Frank Kimball Diaries

## ❖ Partnerships

### ❖ 16 Weeks of STEAM – Featured 4 science modules

- ❖ Partners included FLEET Science Center, Stephen Birch Aquarium, Olivewood Gardens, ARTS, Ocean Connectors, Stein Family Farm, Sweetwater Union High School District, National School District and many others

### ❖ Sally Ride Science – UCSD Extension

### ❖ San Diego Council on Literacy, San Diego Futures Foundation



**Questions?**

The following page(s) contain the backup material for Agenda Item: [School Resource Officer Program. \(Police\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
09/21/21

## School Resource Officer Program

**Police**



# **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 35 years. The program began with one officer in the National School District Teaching the DARE Program
- In 1991, the program was expanded to include additional School Resource Officers assigned to both the National School District and Sweetwater Union High School District
- In the early 2000's there were 5 School Resource Officers
- Today, there are 2 School Resource Officers assigned and the school districts share the costs of one FTE



# PARTNERSHIP WITH THE SCHOOL DISTRICTS HAVE BEEN BENEFICIAL

- Visual deterrent- having police officers on campus help with the potential of criminal activity that may come onto campus.
- Safety- a police officer on campus will respond immediately to an on-campus emergency to address an issue(s).
- Engagement- developing positive relations with our students in a non-enforcement environment.
- Developing a close working relationship with school administrators and staff to improve the working relationship with students.
- Presentations- engaging students and parents with important topics about gangs, drugs, and bullying.
- Developing and approving safety plans for the schools for emergency protocols
- Training on campus for major incidents, such as active shooter training. LECC (San Diego Law Enforcement Coordination Center) partnership to improve police response to critical incidents at the schools
- Threat assessment as needed
- Handle with care program- working with the San Diego District Attorney's Office to provide early warning system for trauma.
- 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.

**Every Fifteen Minutes Program** – a two day program that discusses the dangers of impaired driving

# Questions

The following page(s) contain the backup material for Agenda Item: [Appointments: City Boards, Commissions, and Committees - Mayoral Appointments. \(City Clerk\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Appointments: City Boards, Commissions and Committees – Mayoral Appointments (City Clerk)

**PREPARED BY:** Luz Molina, City Clerk  
Shelley Chapel, Deputy City Clerk |

**DEPARTMENT:** City Clerk’s Office

**PHONE:** (619) 336-4225 |

**APPROVED BY:** *Shelley Chapel*

**EXPLANATION:**

Vacancies on multiple Boards/Commissions/Committees (BCCs) were noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise openings and the application acceptance period.

The Vacancy Notices posted Wednesday, August 4, 2021, and all applications were due to the City Clerk’s Office by the deadline of Thursday, September 2, 2021, at 5:00 p.m.

The following BCCs currently have Vacancies caused by end of term and/or resignations:

Library Board of Trustees; Park, Recreation & Senior Citizens Advisory Committee; Public Art Committee; Traffic Safety Committee; Veterans & Military Families Advisory Committee; and Housing Advisory Committee.

Incumbents were given the option to be considered for reappointment, those consideration applications are included in Attachment B. The City Clerk’s Office also contacted applicants who previously applied for positions in the last twelve (12) months for consideration. Applications are retained for those not appointed for twelve (12) months from application date.

(See Explanation (Attachment A) for more information)

**FINANCIAL STATEMENT:**

**APPROVED:**           *Molly B...*           **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

|001-402-000-260-0000: \$1,381.22 Legal Advertisements |

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA)

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Mayoral appointment with City Councilmembers confirmation.

**BOARD / COMMISSION RECOMMENDATION:**

|n/a |

**ATTACHMENTS:**

- |Attachment A – Explanation
- Attachment B – Applications (redacted)
- Attachment C – City Council Policy #107
- Attachment D – Boards/Commission/Committees Reference Chart |

The City Clerk's Office began advertising and accepting applications for Vacancies on Mayoral appointed Boards/Commissions/Committees (BCC) Wednesday, August 4, 2021 to Thursday, September 2, 2021.

## Background

In order to obtain qualified candidates, a Notice of Vacancies was advertised for each BCC on the following: The City website, posted on the City Hall Bulletin Boards, the Star News (twice) and City Social Media sites to advertise openings and the application acceptance period.

Deadline to submit applications to the City Clerk's Office to be considered for vacancies was Thursday, September 2, 2021, at 5:00 p.m. All applications were received before the deadline.

Chart below to include BCC Vacancies, Residency Requirements, Number of Seats Open and Terms, Incumbent Applicant and Other Applicants. In addition, attendance for those who are currently members seeking reappointment to the same or other BCCs, for consideration.

As a reminder City Council Policy #107 (D)(5) states:

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

One vacancy to the Community & Police Relations Committee (CPRC) was advertised; however, the City Attorney has brought a possible conflict between the Operating Procedures and the Bylaws of the CPRC to the attention of the City Clerk that may require an additional step in the appointment process. The CPRC has currently appointed a subcommittee to review both documents and recommend amendments to the City Council. Until amendments to the CPRC Operating Procedures and the Bylaws can be considered by the CPRC and the City Council, it is recommended that the vacancy remains unfilled. The applicants have been notified.

Below is a listing of the resignations from each board or committee resulting in a vacancy:

Community & Police Relations Committee: Christine Stein – August 19, 2021

Housing Advisory Committee – Denisse Newell – July 22, 2021

Board of Library Trustees – Paula Gapp – August 25, 2021 and Raymond Juarez –September 1, 2021

Park, Recreation & Senior Citizens Advisory Committee – Mike Richards – July 9, 2021

Traffic Safety Committee - Zachariah Trujillo May 12, 2021

Veterans & Military Families Advisory Committee – August 23, 2021

SEPTEMBER 2021 BCC VACANCIES MAYORAL APPOINTMENTS				
BCC	Residency Requirement	Number of Open Seats and Term Expiration for Seat	Incumbent Applicant	Other Applicants
Board of Library Trustees	Yes	(1) One Seat - September 20, 2023 (3) Three Seats - September 30, 2024	Coyote Moon H. Bradley Bang	Anzueth G. Zambrano
Park, Recreation & Senior Citizens Advisory Committee	Yes	(2) Two Seats - September 30, 2024	Florina Arce (Served 2 terms - Per City Council Policy #107 (D)(10) must be approved by four-fifths vote)	Rueben Felizardo
Public Art Committee	No	(2) Two Seats - September 30, 2024	Charles Reilly	Natalia Valerdi-Rogers Augustine Buelna, Jr.  Jose A. Lopez (Currently Alternate on this Committee - term expires 09/30/2022)
Traffic Safety Committee	Yes	(1) One Seat - September 30, 2022 (2) Two Seats - September 30, 2024	Marisa Rosales Javier Alvarado	Reuben Felizardo
Veteran's & Military Families Advisory Committee	No (1) Yes (1)	(1) One Seat - September 30, 2022 (1) One Seat - September 30, 2025	Jhoana Alvarado (Resident Seat)	None
Housing Advisory Committee	No	(1) One Seat - March 31, 2023	None	Mayra A. Valdez Randi Marie Castle
		14	7	8

## Incumbent Applicants Attendance Report

Due to the varied length of terms, some fulfilling the remainder of a term, staff is only providing attendance for 2021 for comparison and review.

INCUMBENTS FOR CONSIDERATION - ATTENDANCE 2021				
Incumbent	Meetings Held	Meetings Attended	Meetings Absent	Meetings Cancelled
<b>Board of Library Trustees</b>				
Coyote Moon	9	8	1	0
H. Bradley Bang	9	9	0	0
<b>Park, Recreation &amp; Senior Citizens Advisory Committee</b>				
Florina Arce	9	2	3	4
<b>Public Art Committee</b>				
Charles Reilly	3	2	0	1
<b>Traffic Safety Committee</b>				
Marisa Rosales (appointed 3/2/2021)	7	5	0	2
Javier Alvarado	9	4	2	3
<b>Veteran's &amp; Military Families Advisory Committee</b>				
Jhoana Alvarado	3	3	0	0

Jose A. Lopez of the Public Art Committee is presently an alternate and has applied for a full-term position on the same board. He was appointed February 16, 2021. His attendance is also provided for consideration.

<b>Public Art Committee</b>				
Jose A. Lopez (appointed 2/16/2021)	2	1	0	1

If there are positions left unfilled following Mayoral appointments, the vacancies will be noticed again.

Mayor Sotelo-Solis will conduct interviews outside of the public meeting prior to the City Council Meeting of September 21.

### **Appointment:**

Per City Council Policy #107 (D)(7):

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

One Incumbent for consideration, Florina Arce of the Park, Recreation & Senior Citizens Advisory Committee has served two terms beginning November 5, 2018. Per City Council Policy #107, a vote of 4/5ths or simple majority in the case of abstention or absence - is required for the appointment.

Per City Council Policy #107 (D)(10):

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

**SEPTEMBER 2021 BCC VACANCIES  
MAYORAL APPOINTMENTS**

BCC	Residency Requirement	Number of Open Seats and Term Expiration for Seat	Incumbent Applicant	Other Applicants
Board of Library Trustees	Yes	(1) One Seat - September 30, 2023 (3) Three Seats - September 30, 2024	Coyote Moon H. Bradley Bang	Anzueth G. Zambrano
Park, Recreation & Senior Citizens Advisory Committee	Yes	(2) Two Seats - September 30, 2024	Florfinia Arce <i>(Served 2 terms - Per City Council Policy #107 (D)(10) must be approved by four-fifths vote)</i>	Rueben Felizardo
Public Art Committee	No	(2) Two Seats - September 30, 2024	Charles Reilly	Natalia Valerdi-Rogers Augustine Buelna, Jr.  Jose A. Lopez <i>(Currently Alternate on this Committee - term expires 09/30/2022)</i>
Traffic Safety Committee	Yes	(1) One Seat - September 30, 2022 (2) Two Seats - September 30, 2024	Marisa Rosales Javier Alvarado	Reuben Felizardo
Veteran's & Military Families Advisory Committee	No (1) Yes (1)	(1) One Seat - September 30, 2022 (1) One Seat - September 30, 2025	Jhoana Alvarado <i>(Resident Seat)</i>	None
Housing Advisory Committee	No	(1) One Seat - March 31, 2023	None	Mayra A. Valdez Randi Marie Castle
		14	7	8

# HOUSING ADVISORY COMMITTEE

1. Mayra A. Valdez
2. Randi Marie Castle



**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- |                                                                             |                                                                 |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Civil Service Committee                |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Planning Commission                    |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*                  |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*   | <input type="checkbox"/> Traffic Safety Committee               |
| <input type="checkbox"/> Port Commission                                    | <input checked="" type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Mayra A. Valdez E-Mail: mk.mayra.valdez@gmail.com

Home Address: [Redacted] National City, CA 91950 Tel No: [Redacted]  
(Include City/Zip)

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 20+ years San Diego County: 31 years California: 31 years

Educational Background: \_\_\_\_\_

Bachelor of Arts in Sociology

Occupational Experience: Social Services. Direct client services working with homeless population.

Professional or Technical Organization Memberships: \_\_\_\_\_

Civic or Community Experience, Membership, or Previous Public Service Appointments: Currently advisory member of the Community Action Plan on Homelessness

Experience or Special Knowledge Pertaining to Area of Interest: 8+ years of volunteering/working for non-profits that provide services to homeless population.

Have you ever been convicted of a felony crime? No:  Yes: \_\_\_ misdemeanor crime? No:  Yes: \_\_\_  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 8/13/2021

Signature: [Redacted]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

# MAYRA VALDEZ

National City, CA 91950 · 6

mk.mayra.valdez@gmail.com

## EXPERIENCE

**FEBRUARY 2021 – PRESENT**

**PROGRAM MANAGER- TEMPORARY HOUSING**

**THE SALVATION ARMY-DOOR OF HOPE**

- Carry out management responsibilities in accordance with the organization's policies and applicable laws
- Develop and implement up-to-date program policies and procedures that are consistent with best practices, agency philosophy, and are consistent across programs
- Perform quality control audits to ensure accuracy, completeness, and proper implementation of policies and procedures related to data entry, including auditing individual resident files for accuracy and timeliness

**MAY 2019 – FEBRUARY 2021**

**PROGRAM SPECIALIST-YOUTH HOMELESSNESS DEMONSTRATION PROGRAM**

**REGIONAL TASK FORCE ON HOMELESSNESS**

- Perform a wide variety of tasks focused on the development and implementation of the Community Coordinated plan to End Youth Homelessness
- Ensure that programs are fiscally sound and operating a balanced budget, which includes adhering to fiscal and personnel timelines for regular ongoing activities, as well as periodic adjustments pertaining to contracts and transfer of expenses.
- Develop and track metrics to measure broad community outcomes focused on ending youth homelessness
- Provide systems guidance/support and planning for the Housing and Urban Development mandated programming, such as Coordinated Entry and the Homeless Management Information System

**OCTOBER 2014- APRIL 2019**

**PROGRAM MANAGER- PERMANENT HOUSING**

**FATHER JOE'S VILLAGES**

- Directly supervise the Case Managers, Alcohol and Drug Counselor, Housing Locators, and Mental Health Clinicians assigned to the multidisciplinary team.
- Participate and support staff and clients in case plan and crisis intervention meetings
- Schedule, facilitate, and prepare agendas for staff meetings that include team building, administrative tasks, trainings, and distribution of agency information
- Understand, support, and promote the Housing First model to families, veterans, transitional age youth, and single adults
- Report program activity on a quarterly and annual basis in accordance with administrative and funding source requirements

## EDUCATION

**MAY 2014**

**SAN DIEGO STATE UNIVERSITY, SAN DIEGO, CA**

Bachelor of Arts in Sociology

**MAY 2010**

**SOUTHWESTERN COMMUNITY COLLEGE, CHULA VISTA, CA**

Bachelor of Arts in Communications

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- |                                                                             |                                                                 |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Civil Service Committee                |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Planning Commission                    |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*                  |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*   | <input type="checkbox"/> Traffic Safety Committee               |
| <input type="checkbox"/> Port Commission                                    | <input checked="" type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Randi Marie Castle E-Mail: randi.castle.007@gmail.com

Home Address: [REDACTED] Tel No: [REDACTED]  
(Include City/Zip)

Business Affiliation: Sand & Sea Realty Title: Realtor

Business Address: 4876 Santa Monica Ave <sup>92107</sup> Tel. No.: 619 677 8857

Length of Residence in National City: 6 San Diego County: 27 California: 41

Educational Background: High school graduate - Foothills Adult Mesa Collage - 1+ year, Valley Career Collage - Pharmacology

Occupational Experience: Licensed Realtor - 2013 - Live, work, sell South Bay, Average 20-30 homes annually = Full time agent

Professional or Technical Organization Memberships: VAREP, CRMS, CNE, SDAR, CAR, NAR, SDMLS, CRMLS, PSAR

Civic or Community Experience, Membership, or Previous Public Service Appointments: American Legion, IAVA, VFW

Experience or Special Knowledge Pertaining to Area of Interest: market statistics, lack of housing, housing needs, housing crisis, Property Management, rent price, sales prices

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

2009 Halloween - worst mistake of my life was choosing to drink and get behind the wheel of a car. DUI

Date: 12.14.20 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.  
Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950  
Thank you for your interest in serving the City of National City.

# BOARD OF LIBRARY TRUSTEES

1. Anzueth G. Zambrano
2. Coyote Moon
3. H. Bradley Bang

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- |                                                                             |                                                      |
|-----------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Civil Service Committee     |
| <input checked="" type="checkbox"/> Library Board of Trustees               | <input type="checkbox"/> Planning Commission         |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*       |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*   | <input type="checkbox"/> Traffic Safety Committee    |
| <input type="checkbox"/> Port Commission                                    | <input type="checkbox"/> Advisory Housing Committee* |

**RECEIVED**

SEP 02 2021

Office of the City Clerk  
City of National City

- Applicants must be residents of the City of National City except for those marked by an asterisk. All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Anzueth G. Zambrano E-Mail: anzueth.gonzalez@gmail.com

Home Address: [Redacted] National City, CA 91950 Tel No: [Redacted]  
*(Include City/Zip)*

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 2.5 years San Diego County: 20 years California: 20 years

Educational Background: Colgate University, B.A., Political Science  
University of San Diego School of Law, Paralegal Certificate

Occupational Experience: Volunteer Coordinator, Office of Alumni Relations at the University of San Diego

Professional or Technical Organization Memberships: \_\_\_\_\_

Civic or Community Experience, Membership, or Previous Public Service Appointments: \_\_\_\_\_

Experience or Special Knowledge Pertaining to Area of Interest: As member of the higher ed sector,

I value the resources that are provided to community members through our City Library and would like to contribute to the maintenance of those resources.

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: September 2, 2021 Signature: [Redacted]

Please feel free to provide additional information or letters of endorsement.  
Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950  
Thank you for your interest in serving the City of National City.

# Anzueth Getsemani Zambrano

anzuethgonzalez@sandiego.edu

## EDUCATION

Colgate University, B.A., Political Science, Hamilton, NY

May 2015

- Office of Undergraduate Studies Scholar; awarded to students who triumphed over educational, socioeconomic, and cultural challenges
- Attended the Graduate Institute of International and Development Studies in Geneva, Switzerland and the Université Catholique de l'Ouest in Angers, France as part of a semester abroad studying European international security and international treaties

University of San Diego School of Law, Paralegal Certificate

December 2020

- USD's Paralegal Program is approved by the American Bar Association

## PROFESSIONAL EXPERIENCE

University of San Diego

*Interim Assistant Director of Marketing, Office of Alumni Relations*

August 2019–Present

- Create comprehensive marketing plans for each Alumni Association in-person or virtual event; an increase from an average of 180 events (pre-COVID) to 275 events for FY2021
- Confer and collaborate with Creative Services, Digital Communications, University Events & Partnerships and campus partners to ensure cohesive dissemination and advertisement of events
- Manage 55 social media channels promoting upcoming signature, regional and affinity events as well as institutional wide news; platforms include Facebook, Twitter, Instagram and LinkedIn
- Oversee website content and maintenance of alumni.sandiego.edu and affiliated web pages
- Identify outstanding domestic and international alumni to be a part of our Featured Torero program, an electronic publication on the Alumni Association website featuring Toreros who are going through important transitions in their professional and personal lives, are starting new business/organizations or are changemakers in their communities

*Volunteer Coordinator, Office of Alumni Relations*

April 2017–Present

- Develop new volunteer opportunities that engage, cultivate and steward our active volunteer base of 7,600 alumni to support the mission of the USD Alumni Association which is to “engage and enrich the Torero community for life”
- Lead the Alumni Board of Director's Volunteer Task Force in re-energizing the Torero Corps and increasing our alumni engagement score from 16.75% to 18% by June 30, 2022
- Communicate, recruit, manage, onboard, track and recognize 1,500+ volunteers on a given calendar year
- Coordinate the logistics of all large-scale volunteer events such as Homecoming & Family Weekend, Torero Tuesday, Wine Classic, Torero Takeover, Grandparents Weekend and Move-In Weekend
- Provide ancillary support to campus partners such as the Office of Parent and Family Relations, Career Development Center, Mission and Ministry, faculty members and student organization through alumni engagement in their respective programming
- Evaluate the effectiveness of volunteer opportunities by reviewing yearly goals and analyzing costs
- Liaison to the San Diego Alumnae of the Sacred Heart Board of Directors; coordinated the development, production and distribution of printed material such as invitations, newsletters and direct mail pieces; responsible for event programming and management of a \$17,000 annual budget

*Administrative Assistant, Office of Alumni Relations*

October 2015–April 2017

- Provide programmatic and administrative support to the Director of Int'l Constituent Relations and the Office of Alumni Relations
- Assist in organizing, managing and staffing alumni reunions/events/fundraisers

City of San Diego Office of the Clerk

*Archival Assistant*

June–October 2015

- Assist the Records Department with archival data entry and document preservation to facilitate citizens' access to municipal government documents
- Evaluate, classify and maintain a detail record of city resolutions, ordinances, and additional requests

## **Colgate University**

### ***Administrative Assistant, Dean of the College***

**August 2011-May 2015**

- Collaborated with Deans of the College to effectively process confidential documents such as admission applications, transcripts, requests for medical leave, and disciplinary hearings according to the university's policies and procedures
- Interacted with students, parents and professors and aided with scheduling appointments, processing applications and requests, drafting letters
- Performed administrative work such as answering phones, mail and email correspondence, making copies, filing, redirecting students, parents and professors to appropriate departments and running daily errands

### ***Marketing Intern, Annual Fund***

**August 2014-May 2015**

- Created and provided bi-weekly statistical reports that included a breakdown of alumni donor frequency by gender, age, location, profession and common departmental donations
- Drafted weekly appeal letters, emails and voicemails tailored to specific alumni coding
- Analyzed department reports and communicated findings to AF director to implement findings and ensure future alumni participation
- Supervised fellow student workers

## **International Network for Human Rights**

### ***Intern, Geneva, Switzerland***

**July-December 2013**

- Interpreted on-site meetings with the United Nations, NGOs, activists and lawyers
- Translated documents such as news articles, letters and proposals for future programming concerning humanrights violations
- Crafted budget proposals that allowed Guatemalan activists to present a case of human rights violations to the UN

## **VOLUNTEER EXPERIENCE**

### **Class of 2015 Gift Committee, Colgate University**

**October 2019-Present**

- Ambassador for the university, work closely with a designated Annual Giving staff member to determine fundraising goals for the current fiscal year

### **Meal Server, Ronald McDonald House Charities San Diego**

**August 2016-Present**

- Prepare and serve meals for families and individuals who have a child hospitalized. Over 150 people rely on Ronald McDonald House Charities to receive a warm and welcoming hot nutritious meal

## **SKILLS/INTERESTS**

- Languages: Spanish & French (limited working proficiency)
- Technology: iModules, AdvanceWeb, Salesforce, Canva, Wondershare Filmora, Adobe Photoshop & Illustrator, Hootsuite, Facebook/Instagram/Twitter/LinkedIn/YouTube & Microsoft Office



**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Library Board of Trustees.**

I do not desire to be re-appointed.

Coyote Moon

  
Signature

August 05, 2021

Date





**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Library Board of Trustees.**

I do not desire to be re-appointed.

H. Bradley Bang

  
Signature

8/4/2021  
Date

**RECEIVED**

**AUG 04 2021**

Office of the City Clerk  
City of National City

# PUBLIC ART COMMITTEE

1. Augustine Buelna Jr.
2. Charles Reilly
3. Jose A. Lopez
4. Natalia Valerdi-Rogers

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

**RECEIVED**

- Community & Police Relations Commission\* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee\*
- Port Commission

- Civil Service Committee
- Planning Commission
- Public Art Committee
- Traffic Safety Committee
- Advisory Housing Committee\*

SEP 02 2021  
Office of the City Clerk  
City of National City

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: AUGUSTINE BUELNA, JR. E-Mail: augustinebuelna@yahoo.com

Home Address: [REDACTED] Tel No: [REDACTED]  
(Include City/Zip) National City, CA 91950

Business Affiliation: N/A Title: N/A

Business Address: N/A Tel. No.: N/A

Length of Residence in National City: 40 yrs. San Diego County: 40 yrs California: 40 yrs.

Educational Background: Masters of Social Work - The University of Alabama  
Bachelor of Arts - Organizational Management: Point Loma Nazarene

Occupational Experience: Community Case Social Worker at the  
San Ysidro Health Center; Retired Correctional Deputy Probation  
officer - county of San Diego.

Professional or Technical Organization Memberships: National Association of Social Workers

Civic or Community Experience, Membership, or Previous Public Service Appointments: County of San Diego Probation Department; County of S.D. Health & Human Service Agency

Experience or Special Knowledge Pertaining to Area of Interest: 20 years experience  
using art as a tool to foster innovation and heal vulnerable communities.

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Driving while under the influence July 29, 2018. I was

Date: 8/30/2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

*Pursuant to the California Public Records Act, information on this form may be released to the public upon request.*

Rev. February 2020

RECEIVED

AUG 04 2021

Office of the City Clerk  
City of National City



**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Public Art Committee.**

I do not desire to be re-appointed.

Charles Reilly

  
Signature

August 3, 2021  
Date

Office of the City Clerk  
1243 National City Boulevard, National City, CA 91950-4397  
619-336-4226 www.nationalcityca.gov

Currently Alternate

CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- Community & Police Relations Commission\* (CPRC)
- Library Board of Trustees
- Parks, Recreation & Senior Citizens Advisory Board
- Veterans & Military Families Advisory Committee\*
- Port Commission

- Civil Service Committee
- Planning Commission
- Public Art Committee\*
- Traffic Safety Committee
- Advisory Housing Committee\*

RECEIVED  
SEP 02 2021

Office of the City Clerk  
City of National City

- > Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- > Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- > Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Jose A. Lopez E-Mail: joseantonio.lopez@gmail.com

Home Address: [Redacted] National City CA Tel No: [Redacted]  
(Include City/Zip)

Business Affiliation: N/A Title: \_\_\_\_\_

Business Address: N/A Tel. No.: \_\_\_\_\_

Length of Residence in National City: 36 San Diego County: 36 California: 44

Educational Background: Sweetwater High School; UC Berkeley (English + Philosophy) Creative Writing minor

Occupational Experience: Communications writer, former newspaper editor, entertainment + lifestyles

Professional or Technical Organization Memberships: N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments: Public Arts Committee - Alternate member - appointed

Experience or Special Knowledge Pertaining to Area of Interest: Award-winning Arts reporter (Theater Review); 10+ years experience writing about Art; Art enthusiast + supporter

Have you ever been convicted of a felony crime? No  Yes: \_\_\_\_\_ misdemeanor crime? No  Yes: \_\_\_\_\_  
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 9/2/21 Signature: [Redacted]

Please feel free to provide additional information or letters of endorsement.  
Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950  
Thank you for your interest in serving the City of National City.

**From:** José A. López  
**To:** Clerk  
**Subject:** PAC Application - Jose A. Lopez.pdf  
**Date:** Thursday, September 2, 2021 4:14:06 PM  
**Attachments:** PAC Application - Jose A. Lopez.pdf

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor Sotelo-Solis,

I am submitting this application for consideration as a full member of the National City Public Arts Committee.

I have served for two meetings as an alternate member of the committee. I truly believe in the mission of what the committee does, and I thank you for the appointment.

However, my hope is to be appointed as a full member, so as to be able to fully participate as part of this committee. If appointed, I would commit to serve the committee well, prioritizing attendance at the regular meetings.

I want to also point out that should I not be appointed in this round, I will happily continue to serve in my current position as an alternate.

As a recap of my background, I am a former Arts, Entertainment and Culture editor/journalist. Through this professional experience, I developed an objective appreciation of the arts and worked to inform the public about the local arts scene.

As a lifelong National City resident and parent who is raising children who are interested in the arts, I want to do my part to help promote the arts in National City.

I believe that serving on this committee would be a way for me to serve as a liaison between the arts and my community.

Thank you for considering my application

Sincerely,

José A. López

**CITY OF NATIONAL CITY**  
**APPLICATION FOR APPOINTMENT**  
**TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- |                                                                             |                                                                  |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input type="checkbox"/> Civil Service Committee                 |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Planning Commission                     |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input checked="" type="checkbox"/> <b>Public Art Committee*</b> |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*   | <input type="checkbox"/> Traffic Safety Committee                |
| <input type="checkbox"/> Port Commission                                    | <input type="checkbox"/> Advisory Housing Committee*             |

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Natalia Valerdi-Rogers E-Mail: natalia@valerdi.com

Home Address: [REDACTED] La Mesa 91941 Tel No: [REDACTED]  
*(Include City/Zip)*

Business Affiliation: A Reason To Survive (ARTS) Title: Creative Youth Development Manager

Business Address: 200 East 12th Street, National City 92105 Tel. No.: \_\_\_\_\_

Length of Residence in National City: 2 years San Diego County: 30 years California: 30 years

Educational Background: M.F.A. in Dance and Technology from the University of California, Irvine  
B.A. in Dance from the University of California, San Diego

Occupational Experience: 5 years as a full-time arts administrator, including at the Media Arts Center San Diego.  
20 years as an international ballet dancer, video artist, and guest teacher (Mexico, Cuba, Switzerland, Sweden...).

Professional or Technical Organization Memberships: Member of the San Diego Creative Youth Development Network, leading the Equity, Diversity and Inclusion cohort.

Civic or Community Experience, Membership, or Previous Public Service Appointments: Participant in the City Heights Economic Development Collaborative. Public speaker, SD Commission for Arts and Culture.

Experience or Special Knowledge Pertaining to Area of Interest: Worked as a teaching artist in NSD for 3 years through Collaborations of Teachers and Artists, won the Golden Bell Award. Familiar with the impact of public art.

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 01/04/2020 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

# PARK, RECREATION, & SENIOR CITIZEN ADVISORY COMMITTEE

1. FLORFINA ARCE
2. REUBEN FELIZARDO





**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**

The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Park, Recreation & Senior Citizens Advisory Committee.**

I do not desire to be re-appointed.

Florina Arce

Florina Arce Via Email

Signature

August 30, 2021

Date

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- |                                                                                        |                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)               | <input type="checkbox"/> Civil Service Committee             |
| <input type="checkbox"/> Library Board of Trustees                                     | <input type="checkbox"/> Planning Commission                 |
| <input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*               |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*              | <input checked="" type="checkbox"/> Traffic Safety Committee |
| <input type="checkbox"/> Port Commission                                               | <input type="checkbox"/> Advisory Housing Committee*         |

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
  - Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
  - Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: REUBEN FELIZARDO E-Mail: rdF385@hotmail.com

Home Address: [REDACTED] Tel No: [REDACTED]  
*(Include City/Zip)*

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 59 yrs San Diego County: 59 yrs California: 59 yrs

Educational Background: BA - HISTORY, UNIV OF SAN DIEGO '80

Occupational Experience: US NAVY LIEUTENANT (1981-1985)  
SELF EMPLOYED INSURANCE SALES, TAX PREP (1985-2018)

Professional or Technical Organization Memberships: \_\_\_\_\_

Civic or Community Experience, Membership, or Previous Public Service Appointments: \_\_\_\_\_

Experience or Special Knowledge Pertaining to Area of Interest: \_\_\_\_\_

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

\_\_\_\_\_

Date: 9-2-2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.  
Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950  
Thank you for your interest in serving the City of National City.

# TRAFFIC SAFETY COMMITTEE

1. Javier Alvarado
2. Marisa Rosales
3. Reuben Felizardo

**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Traffic Safety Committee**

I do not desire to be re-appointed.

Javier Alvarado

  
Signature

08-26-21  
Date



**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**


The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Traffic Safety Committee.**

I do not desire to be re-appointed.

Marisa Rosales

  
Signature

08/09/2021  
Date

**RECEIVED**

**AUG 16 2021**

Office of the City Clerk  
City of National City

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

- |                                                                                        |                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)               | <input type="checkbox"/> Civil Service Committee             |
| <input type="checkbox"/> Library Board of Trustees                                     | <input type="checkbox"/> Planning Commission                 |
| <input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*               |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*              | <input checked="" type="checkbox"/> Traffic Safety Committee |
| <input type="checkbox"/> Port Commission                                               | <input type="checkbox"/> Advisory Housing Committee*         |

➤ Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.  
 ➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.  
 ➤ Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: REUBEN FELIZARDO E-Mail: rdf385@hotmail.com

Home Address: [REDACTED] Tel No: [REDACTED]  
 (Include City/Zip)

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 59 yrs San Diego County: 59 yrs California: 59 yrs

Educational Background: BA - HISTORY, UNIV OF SAN DIEGO '80

Occupational Experience: US NAVY LIEUTENANT (1981-1985)  
SELF EMPLOYED INSURANCE SALES, TAX PREP (1985-2018)

Professional or Technical Organization Memberships: \_\_\_\_\_

Civic or Community Experience, Membership, or Previous Public Service Appointments: \_\_\_\_\_

Experience or Special Knowledge Pertaining to Area of Interest: \_\_\_\_\_

Have you ever been convicted of a felony crime? No:  Yes: \_\_\_ misdemeanor crime? No:  Yes: \_\_\_  
 If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 9-2-2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.  
 Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950  
 Thank you for your interest in serving the City of National City.

# VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

1. Jhoana Alvarado

**BOARDS, COMMISSIONS, AND COMMITTEES**

**STATEMENT OF INTENT / REQUEST FOR RE-APPOINTMENT**

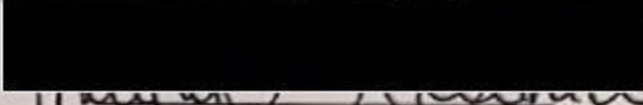
The City Council will soon consider appointments and re-appointments to various Boards and Committees.

Please check the box below that best indicates your desire or intent, sign and return to the City Clerk's Office.

I respectfully request to be re-appointed to the **Veterans & Military Families Advisory Committee**

I do not desire to be re-appointed.

Jhoana Alvarado

  
Signature

8/24/2021  
Date



# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE: Appointments to Boards, Commissions,  
and Committees**

**POLICY #107**

**ADOPTED: June 17, 1986**

**AMENDED: February 2, 2021**

### **PURPOSE**

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

#### Mayor's Appointments:

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

#### City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Port Commission

### **POLICY**

#### **Appointment Process**

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position. In that case, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When vacancies occur, the following procedure shall be followed:
  1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

**ADOPTED: June 17, 1986****AMENDED: February 2, 2021**

2. **Unscheduled vacancy.** An unscheduled vacancy shall be filled according to Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the City Clerk, the City website, outside City Hall on the Bulletin Board and City social media platforms.

Not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

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

The City Council fills vacancies on these bodies.

- D. **Implementation.** Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
  1. **Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing boards, commissions, and committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing boards, commissions, and committees appointed by the Mayor or the City Council. The list shall contain, a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the terms expiration date, and the position's necessary qualifications. It shall also include a list of all boards, commissions, and committees whose members serve at the City Council's pleasure, and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.**
  2. **Notice.** Placement of a public notice in the adjudicated newspaper the City uses for legal noticing advertising appointive vacancies, the City website, City Hall Bulletin Board, and City social media platforms.

**ADOPTED: June 17, 1986****AMENDED: February 2, 2021**

3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position;
4. Applications. Available on the City website and in the City Clerk's Office. Submission must be before the advertised deadline for consideration for the current appointment. All applications will be retained in the City Clerk's Office for one-year from submitting an application to be considered for other vacancies on Boards, Commissions, and Committees as marked on the application. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only serve on one (1) Board, Commission, or Committee at a time. If applying for another position on a different Board, Commission, or Committee that applicant will forfeit the prior seat, and a vacancy will occur per policy.
6. Interviews:
  - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
  - b. City Council Appointments: Interviews for the three (3) Civil Service, Planning and Port Commissions who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.
7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call vote of the City Council. A majority vote of the City Council will be required for the appointment. If, the majority of the City Council choose to deny the proposed appointment, at which point the Mayor would propose an alternative candidate from the current application pool, or could choose to reopen the application period and return to City Councils with a different applicant for consideration. If Mayor Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.
8. For City Council Appointments, the Interview Process is as follows:
  - a. The City Clerk will provide an overview of the Board,

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Commission and Committee (s) with current vacancy, the Mayor will introduce the applicant and the two (2) questions will be asked of each applicant on behalf of the City Council.

- b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
  - c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
  - d. Total time per applicant is five (5) timed minutes with a few minutes for clarification. No more than ten (10) minutes total per applicant.
  - e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

If, the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with each applicants name to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

If meeting is held "in person" no changes to current process will be made for votes.

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

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee, and has served two or more full terms already,

must be approved by a four-fifths vote of the Council., If all five members of the Council are not present or if one member abstains or recuses their vote, the four-fifths requirement would be changed to require only a simple majority.

11. Report to Council:

All applications received for vacancies no matter Mayoral Appointment or City Council Appointment will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with law, Under Government Code Section 6255(a) personal contact information is exempt, and has been withheld on some documents. Personal information being withheld is in the interest of the applicant and their right to privacy which outweighs the public interest of disclosure.

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

- a. A special vacancy notice shall be posted in the Office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting, shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.
- b. The Appointing Authority may appoint the former resident to a Non- Residential position if a Non-Residential position is vacant.

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

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

**Appointing Authority**

**Related Policy References**

Government Code Section 40605

Government Code section 54970, et seq.

National City Municipal Code Title 16 (pending)

**Prior Policy Amendments: May 19, 2020**

**BOARDS/COMMISSION/COMMITTEES**

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

**CITY COUNCIL POLICY #107 and NCMC TITLE 16**

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

**ALL BOARDS/COMMISSION/COMMITTEE MEMBERS ARE REQUIRED TO COMPLETE THE FOLLOWING TRAINING: AB1234 ETHICS AND SEXUAL HARRASSMENT TRAINING (EVERY 2 YEARS), Brown Act Training, Email and Social Media Training.**

**Both the Sweetwater Authority and Port Commission are appointed for a 4 year term - However, they are reconfirmed on an annual basis when the Mayor makes the City Councilmembers Regional Appointments to Boards and Commissions**

The following page(s) contain the backup material for Agenda Item: [Appointments: City Boards, Commissions and Committees - City Council Appointment. \(City Clerk\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Appointments: City Boards, Commissions and Committees – City Council Appointment (City Clerk)

**PREPARED BY:** Luz Molina, City Clerk  
Shelley Chapel, Deputy City Clerk

**DEPARTMENT:** City Clerk's Office

**PHONE:** (619) 336-4225

**APPROVED BY:** *Shelley Chapel*

**EXPLANATION:**

Vacancy on the Civil Service Commission was noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise opening and the application acceptance period.

The vacancy notice for the Civil Service Commission was posted Wednesday, August 4, 2021, and all applications were due to the City Clerk's Office by the deadline of Thursday, September 2, 2021, at 5:00 p.m.

(See Explanation (Attachment A) for more information)

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

001-402-000-260-0000: \$199.88 Legal Advertisement |

**APPROVED:** *Mollyson* Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Conduct interviews and City Council appointment of new Commissioner.

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

Attachment A – Explanation  
Attachment B – Applications (redacted)  
Attachment C – City Council Policy #107  
Attachment D – Boards/Commission/Committees Reference Chart |



The City Clerk's Office began advertising and accepting applications for Vacancies on Civil Service Commission a City Council appointed Boards/Commissions/Committees (BCC) Wednesday, August 4, 2021 to Thursday, September 2, 2021.

### **Background**

In order to obtain qualified candidates, a Notice of Vacancy was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News (twice) and City Social Media sites to advertise openings and the application acceptance period.

Deadline to submit applications to the City Clerk's Office to be considered for vacancies for the second round was Thursday, September 2, 2021, at 5:00 p.m. All applications were received before the deadline.

The City Clerk's Office received two (2) applications for the one (1) vacancy created by the resignation of Fred Puhn.

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Electoral of City Requirement	Compensation
Civil Service Commission	(1) One Seat 09/30/2022	City Council	Yes	No	None

There is a residency requirement for the vacant seat, and both applicants meet that requirement.

As staff mentioned in the previous report dated August 3, 2021, one (1) applicant Javier Alvarado is currently a member of the Traffic Safety Committee appointed December 4, 2018, to present with a term that expires September 30, 2021. Attendance of meetings is shown below for reference.

#### **Attendance: 2021 – Nine (9)**

Meetings Attended: 4  
Meetings Absent: 2  
Meetings Cancelled: 3

#### **Attendance: 2020 – Nine (9)**

Meetings Attended: 1  
Meetings Absent: 5  
Meetings Cancelled: 3

#### **Attendance: 2019 – Twelve (12)**

Meetings Attended: 2  
Meetings Absent: 6  
Meetings Cancelled: 4

As a reminder City Council Policy #107 (D)(5) states:

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

Applicants to interview and consider:

1. Javier Alvarado
2. Gonzalo Quintero

CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

RECEIVED

MAY 6 2021

- |                                                                             |                                                             |
|-----------------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input checked="" type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Planning Commission                |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*              |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*   | <input type="checkbox"/> Traffic Safety Committee           |
| <input type="checkbox"/> Port Commission                                    | <input type="checkbox"/> Advisory Housing Committee*        |

Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.  
 Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.  
 Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Javier Alvarado E-Mail: alvaradojw80@yahoo.com

Home Address: [REDACTED] Tel No: [REDACTED]  
(Include City/Zip)

Business Affiliation: Laborers' International Local 89 Title: Business Representative

Business Address: 4161 Home Ave, San Diego, CA 92105 Tel. No.: 619-263-6661

Length of Residence in National City: 10 San Diego County: 40 California: 40

Educational Background: High School Diploma, Associate of Applied Science Degree

Occupational Experience: Following & enforcing Labor Agreements with employees and employers.

Professional or Technical Organization Memberships: San Diego & Imperial Counties Labor Council Delegate, Member of LiUNA Laborers' International Local 89, and Trust Fund Board Member.

Civic or Community Experience, Membership, or Previous Public Service Appointments: National City Traffic & Safety Committee & County of San Diego Parks Advisory Committee.

Experience or Special Knowledge Pertaining to Area of Interest: My profession has given me the knowledge of how to work with people of different backgrounds, and have familiarity with adherence to Gov. codes

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 05-05-2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

**CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

**RECEIVED**

- |                                                                             |                                                                     |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC)    | <input checked="" type="checkbox"/> Civil Service Committee         |
| <input type="checkbox"/> Library Board of Trustees                          | <input type="checkbox"/> Planning Commission <sup>SEP 02 2021</sup> |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee*                      |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee*   | <input type="checkbox"/> Traffic Safety Committee                   |
| <input type="checkbox"/> Port Commission                                    | <input type="checkbox"/> Advisory Housing Committee*                |

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- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Gonzalo Quintero E-Mail: DRQCBT@gmail.com

Home Address: [REDACTED] NC MA 91950 Tel No: [REDACTED]  
(Include City/Zip)

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 11 San Diego County: 39 California: 39

Educational Background: BA + MPA Public Admin  
Doctorate in Education

Occupational Experience: Small Business Owner  
Former Educator + Administrator

Professional or Technical Organization Memberships: NA

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

Experience or Special Knowledge Pertaining to Area of Interest: \_\_\_\_\_

Civil Service Members are the backbone of City Govt.

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 9/2/21 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

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Thank you for your interest in serving the City of National City.

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: Appointments to Boards, Commissions, and Committees</b>	<b>POLICY #107</b>
<b>ADOPTED: June 17, 1986</b>	<b>AMENDED: February 2, 2021</b>

### PURPOSE

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

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### POLICY

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All applications received for vacancies no matter Mayoral Appointment or City Council Appointment will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with law, Under Government Code Section 6255(a) personal contact information is exempt, and has been withheld on some documents. Personal information being withheld is in the interest of the applicant and their right to privacy which outweighs the public interest of disclosure.
12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:
  - a. A special vacancy notice shall be posted in the Office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting, shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.
  - b. The Appointing Authority may appoint the former resident to a Non- Residential position if a Non-Residential position is vacant.

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

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

**Appointing Authority**

**Related Policy References**

Government Code Section 40605

Government Code section 54970, et seq.

National City Municipal Code Title 16 (pending)

**Prior Policy Amendments: May 19, 2020**



**BOARDS/COMMISSION/COMMITTEES**

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

CITY COUNCIL POLICY #107 and NCMC TITLE 16

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

ALL BOARDS/COMMISSION/COMMITTEE MEMBERS ARE REQUIRED TO COMPLETE THE FOLLOWING TRAINING: AB1234 ETHICS AND SEXUAL HARRASSMENT TRAINING (EVERY 2 YEARS), Brown Act Training, Email and Social Media Training.  
Both the Sweetwater Authority and Port Commission are appointed for a 4 year term - However, they are reconfirmed on an annual basis when the Mayor makes the City Councilmembers Regional Appointments to Boards and Commissions

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 # \_\_\_\_  
09/21/21

**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 ratifying a First Amendment extending the term to September 30, 2021 and authorizing a Second Amendment extending the term to June 30, 2022 to the Agreement with the County of San Diego for the administration of COVID-19 vaccinations via mobile service units \(Mutual Aid Agreement\) and authorizing the City Manager to execute future amendments extending the term of the Mutual Aid Agreement. \(Fire\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California ratifying a First Amendment extending the term to September 30, 2021 and authorizing a Second Amendment extending the term to June 30, 2022 to the Agreement with the County of San Diego for the administration of COVID-19 vaccinations via mobile service units (Mutual Aid Agreement) and authorizing the City Manager to execute future amendments extending the term of the Mutual Aid Agreement. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire

**PHONE:** (619) 336-4551

**APPROVED BY:** 

**EXPLANATION:**

On March 4, 2020, the State of California proclaimed a State of Emergency as a result of the Coronavirus 2019 (COVID-19) pandemic. COVID-19 is widespread in our community and requires ongoing guidance from federal, state, and local governments and Public Health Officials. The County of San Diego has been working closely with regional partners to implement its Test, Trace, and Treat (T3) Strategy to monitor the local situation, perform testing and disease investigation activities, and provide support services to those impacted by the virus. On January 26, 2021, the City Council authorized the City Manager to execute a Mutual Aid Agreement with the County for the administration of COVID-19 vaccinations (Resolution No. 2021 -02). The program's goal is to assist the County in quickly and safely vaccinating as many County residents as possible to achieve group immunity. The original term of the Mutual Aid Agreement expired on April 30, 2021. On April 4, 2021, the City Manager entered into a First Amendment to the Mutual Aid Agreement extending the term to September 30, 2021. The City and County now desire to enter onto a Second Amendment extending the Mutual Aid Agreement term to June 30, 2022. City staff requests City Council authorize the Mayor to ratify the First Amendment and authorize the Second Amendment to the Mutual Aid Agreement for the administration of COVID-19 vaccinations via Mobile Service Units and authorizing the City Manager to execute future time extensions to the Mutual Aid Agreement where all other terms of the original Mutual Aid Agreement remain unchanged.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report. The costs are fully reimbursable by the County of San Diego.

**ENVIRONMENTAL REVIEW:**

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. County of San Diego Second Amendment to Memorandum of Agreement
2. Resolution



**SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT**

This Second Amendment to the Memorandum of Agreement (2nd Amendment) made between the County of San Diego (County) and National City (City). The parties to this Amendment may be referred herein collectively as the “parties” or individually as a “party”.

The parties entered into a Memorandum of Agreement (MOA) on February 2, 2021 to provide COVID-19 Vaccine Administration. Pursuant to section 11 of the MOA, the parties agree to amend the MOA as follows:

- 1) Section 16, Terms of the MOA is hereby amended to read in its entirety as follows:

“This Amendment shall extend the Agreement to June 30, 2022, unless sooner terminated pursuant to Section 17, below.”

- 2) All other provisions of the MOA remain in full force and effect.
- 3) This Amendment shall be effective on the date the last party signs this Amendment.
- 4) This Amendment 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. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

County of San Diego

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Helen Robbins-Meyer, Director of Emergency Services and Chief Administrative Officer

National City

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Brad Raulston, City Manager

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING A FIRST AMENDMENT EXTENDING THE TERM TO SEPTEMBER 30, 2021 AND AUTHORIZING A SECOND AMENDMENT EXTENDING THE TERM TO JUNE 30, 2022 TO THE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE ADMINISTRATION OF COVID-19 VACCINATIONS VIA MOBILE SERVICE UNITS (MUTUAL AID AGREEMENT) AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS EXTENDING THE TERM OF THE MUTUAL AID AGREEMENT**

**WHEREAS**, on March 4, 2020, the State of California proclaimed a State of Emergency as a result of the Coronavirus Disease 2019 (COVID-19) pandemic; and

**WHEREAS**, on January 26, 2021, per Resolution No. 2021 – 02, City Council authorized the City Manager to execute a Mutual Aid Agreement with the County for the administration of COVID-19 vaccinations that was set to expire on April 30, 2021; and

**WHEREAS**, on April 4, 2021, the City Manager entered into a First Amendment to the Mutual Aid Agreement extending the term to September 30, 2021; and

**WHEREAS**, the City of National City and County now desire to enter onto a Second Amendment extending the Mutual Aid Agreement term to June 30, 2022; and

**WHEREAS**, City staff requests City Council authorize the Mayor to ratify the First Amendment and authorize the Second Amendment to the Mutual Aid Agreement for the administration of COVID-19 vaccinations via Mobile Service Units and authorize the City Manager to execute future time extensions to the Mutual Aid Agreement where all other terms of the original Mutual Aid Agreement remain unchanged.

**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 ratify a First Amendment extending the term to September 30, 2021.

**Section 2:** Authorizes the Mayor to execute a Second Amendment extending the term to June 30, 2022 to the Agreement with the County of San Diego for the administration of COVID-19 vaccinations via mobile service units (Mutual Aid Agreement).

**Section 3:** Authorizes the City Manager to execute future time extensions to the Mutual Aid Agreement where all other terms of the original Mutual Aid Agreement remain unchanged.

**Section 4:** 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 21<sup>st</sup> day of September, 2021.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

---

Luz Molina, City Clerk

**APPROVED AS TO FORM:**

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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 National School District for partial funding of the School Resource Officer Program for FY 2022. The City of National City will be reimbursed \\$77,068 for FY 2022. \(Police\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

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 2022. The City of National City will be reimbursed \$77,068 for FY 2022.

**PREPARED BY:** Alejandro Hernandez, Captain

**PHONE:** Ext. 4519

**DEPARTMENT:** Police

**APPROVED BY:**  376

**EXPLANATION:**

The National City Police Department currently assigns two police officers as School Resource Officers (SROs). SROs provide specialized campus security and general law enforcement services to the Sweetwater Union High School District and the National School District. The salaries and benefits for these SROs are funded by a joint agreement between the City of National City and the Sweetwater Union High School District.

The proposed Agreement with the National School District would be retroactive to July 1, 2021 and extend through June 30, 2022. Approval and ratification agreement would allow the City of National City to continue sharing the costs of the School Resource Officer Program with the National School District. Upon approval and ratification of this item, the City of National City would be paid \$77,068 for FY2022.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Revenue: 001-11108-3467      FY 2021 \$77,068  
Expenditure: 001-41 1-108-\*

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:** This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Agreement between the City of National City and the National School 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, 2021 (“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.”

**R E C I T A L S**

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, 2022 (“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, 2021 through June 30, 2022 (“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, 2021 through June30, 2022.

6. **ACCEPTABILITY OF WORK.** 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. **INDEPENDENT CONTRACTOR.** Both Parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the 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. **LICENSES, PERMITS, ETC.** 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. **NON-DISCRIMINATION PROVISIONS.**

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. **INDEMNIFICATION AND HOLD HARMLESS.**

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 **Comprehensive General Liability.** 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 **Workers' Compensation and Employers' Liability.** 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).

16.3 **Comprehensive Business Auto.** A policy with a minimum of not less than 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 **Special Provisions.** 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. **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.

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.

19. **NOTICES.** All notices, consent, or other communications required or permitted 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. **MISCELLANEOUS PROVISIONS.**

20.1 **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, 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 **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.

20.3 **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.

20.4 **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.

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 **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.

20.7 **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.

20.8 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20.9 **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.

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

20.12 **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.

20.13 **Severability.** 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 **Authority.** 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.

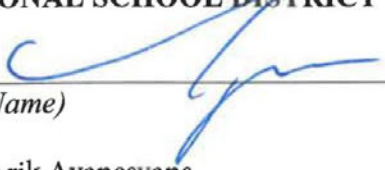
**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Alejandra Sotelo Solis, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charles E. Bell Jr.  
City Attorney

**NATIONAL SCHOOL DISTRICT**

By:  \_\_\_\_\_  
(Name)  
Arik Avanesyans  
\_\_\_\_\_  
(Print)

Assistant Superintendent Business Services  
(Title)

Board Approval: August 11, 2021

## 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 schoolday 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, 2021 through June 30, 2022, 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, 2021 through June 30, 2022.
  - 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, 2021 through June 30, 2022.
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
    - Gang related violence and crime
    - 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 or 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 costs 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, Shane McClure and Charles Palumbo, were assigned as a School Resource Officer at National School District on July 1, 2021.

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

**RESOLUTION NO. 2021 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING AN AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE RATIFIED AGREEMENT WITH THE NATIONAL SCHOOL DISTRICT FOR PARTIAL FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM WITH A \$77,068 REIMBURSEMENT TO THE CITY OF NATIONAL CITY FOR FISCAL YEAR 2022**

**WHEREAS**, the City of National City (“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 and the National School District fund the salaries and benefits for the SROs; and

**WHEREAS**, this Agreement between the City and the National School District is retroactive to July 1, 2021, and extends through June 30, 2022; and

**WHEREAS**, approval and ratification of the National School District Agreement allows the 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 National School District will reimburse the City \$77,068 for Fiscal Year 2022.

**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 the National School District for Fiscal Year 2022 with a reimbursement to the City of \$77,068.

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

**PASSED and ADOPTED this 21st day of September, 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 for partial funding of the School Resource Officer Program for FY 2022. The City of National City will be reimbursed \\$105,000 for FY 2022. \(Police\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

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 for partial funding of the School Resource Officer Program for FY 2022. The City of National City will be reimbursed \$105,000 for FY 2022.

**PREPARED BY:** Alejandro Hernandez, Captain

**DEPARTMENT:** Police

**PHONE:** Ext. 4519


**APPROVED BY:**  376

**EXPLANATION:**

The National City Police Department currently assigns two police officers as School Resource Officers (SROs). SROs provide specialized campus security and general law enforcement services to the Sweetwater Union High School District and the National School District. The salaries and benefits for these SROs are funded by a joint agreement between the City of National City and the Sweetwater Union High School District.

The proposed Agreement with the National School District would be retroactive to July 1, 2021 and extend through June 30, 2022. Approval and ratification 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. Upon approval and ratification of this item, the City of National City would be paid \$105,000 for FY2022..

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Revenue: 001-11108-3467      FY 2021 \$105,000  
Expenditure: 001-41 1-108-\*

**ENVIRONMENTAL REVIEW:** This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Agreement between the City of National City and the Sweetwater Union High School Exhibit "A" Scope of Services PowerPoint presentation.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
SWEETWATER UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT is entered into on this August 24, 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, 2021. The duration of this Agreement is for the period of July 1, 2021 through June 30, 2022. 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. **COMPENSATION AND PAYMENT.** 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, 2021 through June 30, 2022, upon invoicing, following execution of the Agreement and ratification by the Board of Trustees.



5. **ACCEPTABILITY OF WORK.** 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. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint 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. **CONTROL.** 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. **LICENSES, PERMITS, ETC.** 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. **NON-DISCRIMINATION PROVISIONS.** 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 agree 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.

12. **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.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CITY and DISTRICT 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.

18. **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

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

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 UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
Signature

\_\_\_\_\_  
Moises G. Aguirre

\_\_\_\_\_  
Superintendent

Date Ratified by City Council:

\_\_\_\_\_

Date Ratified by Governing Board:

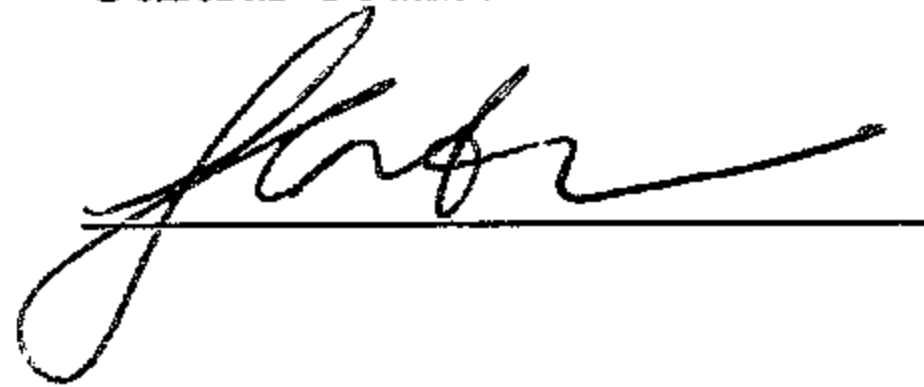
August 23, 2021

APPROVED AS TO FORM:

Charles E. Bell, Jr.  
City Attorney

Jennifer Carbuccia  
General Counsel

By: \_\_\_\_\_

  
\_\_\_\_\_

## **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 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.
- l. 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:

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 out of the total cost of an officer salary plus benefits: \$192, 798) for the period of July 1, 2021 through June 30, 2022, upon invoicing, following execution of the agreement and ratification by the Board.



**August 23, 2021**

**Board Item - H.-4.**

**Issue:**

Memorandums of Understanding (MOUs) for School Resource Officer (SRO) services for the 2021-2022 school year.

**Superintendent's Recommendation:**

Approve/ratify renewal of Memorandums of Understanding between the Sweetwater Union High School District (SUHSD) and the City of Chula Vista and City of National City for School Resource Officer services, for the 2021-2022 school year.

**Analysis:**

The Police Departments of the City of Chula Vista and the City of National City provide uniformed School Resource Officers for all district schools in those jurisdictions. The school resource officers under contract with SUHSD and their respective agencies enable the district to provide a safe, secure, and orderly learning environment for students and staff. The presence and pro-active support of law enforcement has greatly enhanced school security. School Resource Officers provide campus security and police follow-up; attendance at parent meetings and student events; and participate on the School Attendance Review Board (SARB) and School Safety Committees, when available.

The total cost to the Sweetwater Union High School District for participation in the School Resource Officer program with Chula Vista Police Department will remain at \$500,000, for the 2021-2022 school year. The Chula Vista Police Department will fund the Police Sergeant who supervises the program. The resource officers will be assigned to district schools located within the City of Chula Vista. In addition, police security services will be needed for Rainbow Graduation in December 2021 (date and location to be determined) at an additional security cost not to exceed \$1,000.00.

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 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. Total cost to the district is \$105,000, out of the total cost of an officer salary plus benefits of \$192,798.

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](mailto:vernon.moore@sweetwaterschools.org).

**Fiscal Impact:**

City of Chula Vista	\$501,000
City of National City	\$105,000

Cost not to exceed \$606,000, to be paid from the district General Fund, Resource Code: 0000, School Law Enforcement Partnership Account.

**ATTACHMENTS:**

	Description	Type
D	<a href="#">NCPD MOU</a>	Backup Material
D	<a href="#">CVPD MOU</a>	Backup Material
D	<a href="#">23. Item H-4 - AUDIO CLIP - 08 23 21</a>	Cover Memo

## Elizabeth Hernandez

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**From:** Elizabeth Hernandez  
**Sent:** Wednesday, August 25, 2021 12:02 PM  
**To:** Claudia Peterson  
**Cc:** Sonia Picos  
**Subject:** 2021-2022 NCPD MOU  
**Attachments:** Bd Aprvd 8\_23\_21 SUHSD- NCPD MOU 2021-2022.pdf; Bd Aprvd Agnda Itm NCPD MOU 2021\_22.pdf

**Importance:** High

Hi Claudia –

Attached please find the **Board approved MOU for the City of National City Police Department.**

Sgt. Springer is requesting a digitally signed MOU. He would like to pick it up today as he needs to get it to the designated staff for approval by the City Council.

Please advise – thank you!

Liz

Elizabeth Parra - Hernandez  
Senior Administrative Assistant  
Student Support Services/SUHSD  
[Elizabeth.hernandez@sweetwaterschools.org](mailto:Elizabeth.hernandez@sweetwaterschools.org)  
(619) 585-6012 (Office)  
(619) 407-4982 (FAX)

*“Peace comes from within – Do not seek it without”*

**RESOLUTION NO. 2021 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING AN 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 WITH A \$105,000 REIMBURSEMENT TO THE CITY OF NATIONAL CITY FOR FISCAL YEAR 2022**

**WHEREAS**, the City of National City (“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 and the Sweetwater Union High School District fund the salaries and benefits for the SROs; and

**WHEREAS**, this Agreement with the Sweetwater Union High School District will be retroactive to July 1, 2021, and extends through June 30, 2022; and

**WHEREAS**, approval and ratification of the Sweetwater Union High School District Agreement allows the 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 Sweetwater Union High School District will reimburse \$105,000.00 for Fiscal Year 2022.

**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 the Sweetwater Union High School District for Fiscal Year 2022 with a reimbursement to the City \$105,000.

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

**PASSED and ADOPTED this 21st day of September, 2021**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
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 settlement between Cheryl Newell and the City of National City. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** 9/21/2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the settlement between Cheryl Newell and the City of National City.

**PREPARED BY:** Charles E. Bell, Jr., City Attorney

**DEPARTMENT:** Charles E. Bell, Jr.,  
City Attorney *Chal E. Bell*

**PHONE:** 4222

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

On September 20, 2019, Plaintiff Cheryl Newell filed a Workers' Compensation case against the City of National City. Workers' Compensation Appeal Board Case No. Claim # 19-144956 – WCAB # ADJ13235277 ("Litigation"). In Closed Session on August 3, 2021, City Council authorized a \$50,000 settlement on the Litigation.

**FINANCIAL STATEMENT:**

**APPROVED:** *Molly Brown* Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

627-407-081-433 Worker's Comp Claim Costs

**ENVIRONMENTAL REVIEW:**

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution approving the \$50,000 settlement between Cheryl Newell and the City of National City

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

- Resolution

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SETTLEMENT BETWEEN CHERYL NEWELL AND THE CITY OF NATIONAL CITY**

**WHEREAS**, on September 20, 2019, Plaintiff Cheryl Newell (“Plaintiff”) filed a Workers’ Compensation case against the City of National City (“City”); and

**WHEREAS**, the Workers’ Compensation case is titled Workers’ Compensation Appeal Board Case No. Claim # 19-144956– WCAB # ADJ13235277 (“Litigation”); and

**WHEREAS**, in Closed Session on August 3, 2021, the City Council by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation for \$50,000.00 according to such other terms more fully outlined in the Settlement Agreement.

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

**Section 1:** Authorizes the Administrative Services Director to pay the sum of fifty thousand (\$50,000.00) from the Workers’ Compensation Claim Costs Fund No. 627-407-081-433-0000, in settlement of each and every claim for damages, interest, costs, and fees of any type against the City of National City, its agents, and employees, arising from the Workers’ Compensation case filed by Plaintiff Cheryl Newell.

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

**PASSED and ADOPTED this 21st day of September, 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 settlement and release agreement between Mauquieta McNeil and Taneka McNeil and the City of National City. \(City Attorney\)](#)  
Please scroll down to view the backup material.



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

**MEETING DATE:** 9/21/2021

**AGENDA ITEM NO.** |

**ITEM TITLE:**

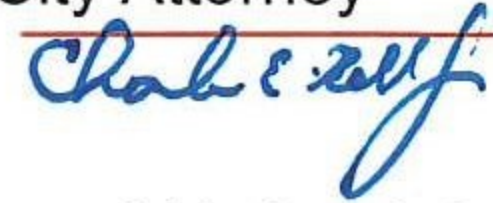
Resolution of the City Council of the City of National City approving the settlement and release agreement between Mauquieta McNeil and Taneka McNeil and the City of National City.

**PREPARED BY:** Charles E. Bell, Jr., City Attorney

**DEPARTMENT:** Charles E. Bell, Jr.,  
City Attorney

**PHONE:** 4222

**APPROVED BY:**



**EXPLANATION:**

On March 30, 2019, Plaintiffs filed a lawsuit against the City of National City and National City Police Officers regarding the detention, arrest, and death of Earl McNeil. Plaintiffs brought the lawsuit in the Superior Court for the County of San Diego. The lawsuit is United States District Court, Southern District of California – Case No. 19-CV- 534-BEN-BGS (“Litigation”). On May 18, 2020, City Council convened in Closed Session and voted unanimously to approve a settlement of \$300,000. On August 9, 2021, Plaintiffs executed a Settlement Agreement agreeing to resolve the litigation.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Liability Cost Fund No. 627-405-081-032-0000

**ENVIRONMENTAL REVIEW:**

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

**ORDINANCE:** **INTRODUCTION:**

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution approving the settlement agreement between between Mauquieta McNeil and Taneka McNeil and the City of National City.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

- Resolution

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SETTLEMENT AGREEMENT BETWEEN MAUQUIETA MCNEIL AND TANEKA MCNEIL AND THE CITY OF NATIONAL CITY**

**WHEREAS**, on March 30, 2019, Plaintiffs MAuquieta McNeil and Taneka McNeil (“Plaintiffs”) filed a lawsuit against the City of National City (“City”) and National City Police Officers regarding the detention, arrest, and death of Earl McNeil.

**WHEREAS**, Plaintiffs brought the suit in the United States District Court for the Southern District of California; and

**WHEREAS**, the suit is titled Tammy Davis v. City of National City, United States District Court for the Southern District of California, Case No. 19-CV-534-BEN-BGS (“Litigation”); and

**WHEREAS**, in Closed Session on May 18, 2020, the City Council, by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation for \$300,000.00 and according to such other terms more fully outlined in the Settlement Agreement; and

**WHEREAS**, on August 9, 2021, Plaintiffs executed a Settlement Agreement agreeing to resolve the Litigation.

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

**Section 1:** Approves the Settlement Agreement and authorizes the Administrative Services Director to pay the sum of three hundred thousand (\$300,000.00) from the Liability Cost Fund No. 627-405-081-032-0000, in settlement of each and every claim for damages, interest, costs, and fees of any type against City of National City, its agents and employees, arising from the Litigation filed by Plaintiffs.

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

**PASSED and ADOPTED this 21st day of September, 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 Agreement with Vortex Industries, Inc., increasing the not-to-exceed amount by \\$60,000, for a total Agreement amount of \\$120,000, due to the demand and continuous need for assistance with specialized services for commercial roll-up doors and gates. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Vortex Industries, Inc., increasing the not-to-exceed amount by \$60,000, for a total Agreement amount of \$120,000, due to the demand and continuous need for assistance with specialized services for commercial roll-up doors and gates.

**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**

Funds are appropriated in various accounts for FY 2022; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:**

**INTRODUCTION**

**FINAL ADOPTION**

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with Vortex Industries, Inc.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Agreement
4. Resolution

**Explanation:**

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On July 1, 2020, the City of National City entered into an Agreement with Vortex Industries, Inc., to provide citywide specialized services for commercial roll-up doors and gates as needed and as directed by the City's Facilities Maintenance Supervisor. The original Agreement is for a not-to-exceed amount of \$60,000, and for an initial term of two years. Historically, Vortex Industries, Inc. has provided services to the City in the amount of approximately \$30,000 per year, however this year various unforeseen issues required additional repairs and replacements of roll-up gates and doors citywide.

Based on their performance, quality of work, and need for continuous specialized services for our commercial roll-up doors and gates, staff is requesting City Council approval of a First Amendment to the Agreement with Vortex Industries, Inc., increasing the not-to-exceed amount of the Agreement by \$60,000, for a total Agreement amount of \$120,000 and authorizing the City Manager to execute future Agreement extensions.

Funds are appropriated in various accounts for FY 2022; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

**AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
VORTEX INDUSTRIES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 7<sup>TH</sup> day of September, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and VORTEX INDUSTRIES, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

**WHEREAS**, the CITY and the CONTRACTOR entered into an Agreement on July 1, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide Citywide on-site service, repairs and maintenance to roll-up doors and gates, for a not-to-exceed amount of \$60,000, and a term of two (2) years; and

**WHEREAS**, the parties desire to amend the Agreement by increasing the \$60,000 not-to-exceed amount by \$60,000, for a total not-to-exceed amount of \$120,000.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The July 1, 2020 Agreement is hereby amended to increase the \$60,000 not-to-exceed amount by \$60,000, for a total not-to-exceed amount of \$120,000.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 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.

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**CITY OF NATIONAL CITY**

**VORTEX INDUSTRIES, INC., a  
California corporation**

By:


\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**APPROVED AS TO FORM:**

By:

\_\_\_\_\_  
Charles E. Bell Jr.  
City Attorney

By:

  
\_\_\_\_\_  
(Name)

John Geis

\_\_\_\_\_  
(Print)

Vice President

\_\_\_\_\_  
(Title)

By:

  
\_\_\_\_\_  
(Name)

Gene Salas

\_\_\_\_\_  
(Print)

CFO

\_\_\_\_\_  
(Title)

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
VORTEX INDUSTRIES, INC.**

THIS AGREEMENT is entered into on this 1st day of July, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and VORTEX INDUSTRIES, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide additional City-wide on-site service, repairs, and maintenance to roll-up doors and gates, as-needed and as directed by the City's Facilities Maintenance Supervisor, currently Arturo Gonzalez.

WHEREAS, the CITY desires to benefit from the CONTRACTOR'S working knowledge and familiarity of city-owned service, repairs, and maintenance to roll-up doors and gates.

WHEREAS, the CITY has determined that the CONTRACTOR is a commercial and industrial door repair services 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 additional City-wide on-site service, repairs, and maintenance to roll-up doors and gates, 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, 2020. The duration of this Agreement is for the period of July 1 2020 through June 30, 2022. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** Given CONTRACTOR'S working knowledge and familiarity of city-owned roll-up doors and gates services and the City's on-going repair needs, the CONTRACTOR will perform those city-wide services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.



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

4. **PROJECT COORDINATION AND SUPERVISION.** Arturo Gonzalez, Facilities Supervisor, 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. Noemi Corona thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$60,000. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

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

by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 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 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

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

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. 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 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. **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: Arturo Gonzalez  
Facilities Supervisor  
Engineering and Public Works  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Noemi Corona  
Customer Service Lead  
Vortex Industries, Inc.  
7270 Engineer Rd., Ste. E  
San Diego, CA 92111

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

**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. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subcontractors.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

**CITY OF NATIONAL CITY**

By:   
Brad Raulston, City Manager

APPROVED AS TO FORM:

By:   
Angil P. Morris-Jones  
City Attorney

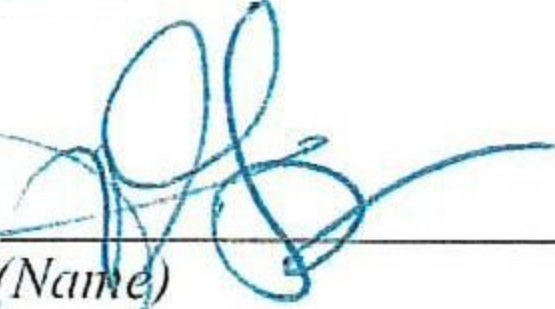
**VORTEX INDUSTRIES, INC., A CALIFORNIA CORPORATION**

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

By:   
(Name)

Gene Salas  
(Print)

CFO  
(Title)

By:   
(Name)

John Geis  
(Print)

Vice President  
(Title)



**Prevailing Wage Rates**  
Southern California

	<b>STRAIGHT TIME</b> (Mon-Fri 8:00am-4:30pm)	<b>TIME &amp; A HALF</b> (Mon-Fri 4:30pm-8:30p & Sat 8:00am-4:30pm)	<b>DOUBLETIME</b> (All other times & holidays)
<b>SINGLE MAN</b>	\$190.00/hour	\$285.00/hour	\$380.00/hour
<b>CREW</b>	\$300.00/hour	\$450.00/hour	\$600.00/hour
<b>ESTIMATES</b>	<b>NO CHARGE</b>		

- o **Each visit subject to a minimum 1 hour Service Charge**
- o **1 Year Warranty on Parts & 90 Days on Labor for all repairs**
- o **No Fuel Surcharges, Truck & Equipment Charges or various fees**
- o **All types of Doors & Hardware:** *Roll-Up Doors, Automatic Doors, Fire Doors, Hollow Metal Doors, Access Controls, Glass Entrance Doors, Security Gates, Glass Replacement & Board Ups, Dock Levelers & Equipment and all related hardware.*

1/13/2020 SoCA

**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 WITH VORTEX INDUSTRIES, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$60,000, FOR A TOTAL AGREEMENT AMOUNT OF \$120,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AGREEMENT TERM EXTENSIONS**

**WHEREAS**, on July 1, 2020, the City of National City ("City") entered into an Agreement with Vortex Industries, Inc., to provide citywide specialized services for commercial roll-up doors and gates as needed and as directed by the City's Facilities Maintenance Supervisor for a not-to-exceed amount of \$60,000 for an initial term of two (2) years; and

**WHEREAS**, Vortex Industries, Inc. has provided services to the City for approximately \$30,000 per year; however, this year, various unforeseen issues required additional repairs and replacements of roll-up gates and doors citywide; and

**WHEREAS**, City staff is requesting City Council authorize the Mayor to execute a First Amendment to the Agreement with Vortex Industries, Inc., increasing the not-to-exceed amount of the Agreement by \$60,000, for a total Agreement amount of \$120,000 and authorizing the City Manager to execute future Agreement term extensions.

**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 with Vortex Industries, Inc., increasing the not-to-exceed amount by \$60,000, for a total Agreement amount of \$120,000.

**Section 2:** Authorizes the City Manager to execute future Agreement term extensions.

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

**PASSED and ADOPTED this 21<sup>st</sup> day of September, 2021.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

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Luz Molina, City Clerk

**APPROVED AS TO FORM:**

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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 Agreement with 24 Hour Elevator, Inc., increasing the not-to-exceed amount by \\$100,000, for a total Agreement amount of \\$160,000, due to the demand and continuous need for assistance with specialized elevator services. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with 24 Hour Elevator, Inc., increasing the not-to-exceed amount by \$100,000, for a total Agreement amount of \$160,000, due to the demand and continuous need for assistance with specialized elevator services.

**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**

Funds are appropriated in various accounts for FY 2022; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with 24 Hour Elevator, Inc.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Agreement
4. Resolution

**Explanation:**

On July 1, 2020, the City of National City entered into an Agreement with 24 Hour Elevator, Inc., to provide citywide on-site elevator maintenance, service, repairs, and inspection services as needed and as directed by the City's Facilities Maintenance Supervisor. The original Agreement is for a not-to-exceed amount of \$60,000, and for a term of three years. Historically, 24 Hour Elevator, Inc. has provided services to the City in the amount of approximately \$25,000 per year, however this year, due to age and reliability issues, necessary services including repairs and replacement to the relay and other operational components, were required for the elevator located at City Hall.

Based on their performance, quality of work, and need for continuous specialized elevator maintenance services, staff is requesting City Council approval of a First Amendment to the Agreement with 24 Hour, Inc., increasing the not-to-exceed amount of the Agreement by \$100,000, for a total Agreement amount of \$160,000.

Funds are appropriated in various accounts for FY 2022; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.



**AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
24 HOUR ELEVATOR, INC.**

THIS 1<sup>ST</sup> AMENDMENT TO THE AGREEMENT is entered into this 21<sup>st</sup> day of September, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and 24 HOUR ELEVATOR, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

**WHEREAS**, the CITY and the CONTRACTOR entered into an Agreement on July 1, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide Citywide on-site elevator maintenance, service, repairs, and inspection services, for a not-to-exceed amount of \$60,000, and a term of three (3) years; and

**WHEREAS**, based on the CONTRACTOR'S performance and quality of work, the CITY desires to have the CONTRACTOR continue providing elevator maintenance, service, repairs, and inspection services, and the CONTRACTOR is willing to perform such services; and

**WHEREAS**, the parties desire to amend the Agreement by increasing the \$60,000 not-to-exceed amount by \$100,000, for a total not-to-exceed amount of \$160,000.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereto agree that:

1. The July 1, 2020 Agreement is hereby amended to increase the \$60,000 not-to-exceed amount by \$100,000, for a total not-to-exceed amount of \$160,000.

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///

2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 2020 Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this 1<sup>ST</sup> Amendment to the Agreement on the date and year first above written.

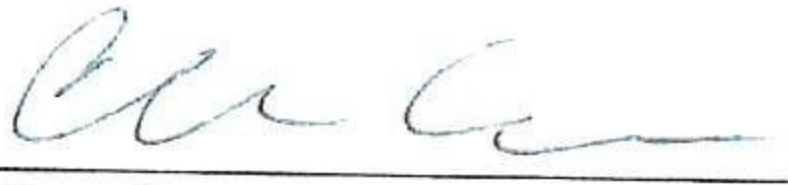
**CITY OF NATIONAL CITY**

**24 HOUR ELEVATOR, INC.**  
*(Corporation – signatures of two corporate officers required)*

By:

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:

  
\_\_\_\_\_

*(Name)*

**APPROVED AS TO FORM:**

Chris Sommese

*(Print)*

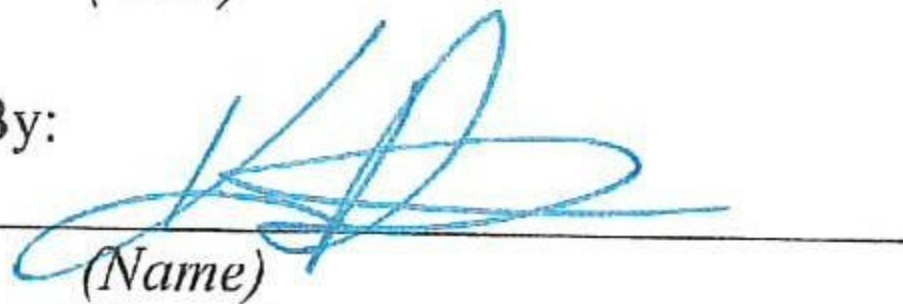
By:

\_\_\_\_\_  
Charles E. Bell Jr.  
City Attorney

Sales Manager

*(Title)*

By:

  
\_\_\_\_\_

*(Name)*

Ken Dixon

*(Print)*

General Manager

*(Title)*

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
24 HOUR ELEVATOR, INC.**

THIS AGREEMENT is entered into on this 1st day of July, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and 24 HOUR ELEVATOR, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide additional City-wide on-site elevator maintenance, service, repairs, inspections for the fiscal year ending June 30, 2020, as-needed and as directed by the City's Facilities Maintenance Supervisor, currently Arturo Gonzalez.

WHEREAS, the CITY desires to benefit from the CONTRACTOR'S working knowledge and familiarity of city-owned elevators and on-going repair needs.

WHEREAS, the CITY has determined that the CONTRACTOR is an elevator service 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 additional on-site elevator maintenance, service, repairs, inspections 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, 2020. The duration of this Agreement is for the period of July 1, 2020 through June 30, 2023. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** Given CONTRACTOR'S working knowledge and familiarity of city-owned elevators and the City's on-going repair needs, the CONTRACTOR will perform those city-wide services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

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

4. **PROJECT COORDINATION AND SUPERVISION.** Arturo Gonzalez, Facilities Supervisor, 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. Chris Sommese thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$60,000. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

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

by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 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 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

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

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. 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 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. **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: Arturo Gonzalez  
Facilities Supervisor  
Engineering and Public Works  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Chris Sommese  
Service Account Manager  
24 Hour Elevator, Inc.  
4837 Mercury Street  
San Diego, CA 92111

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

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. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subcontractors.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

**CITY OF NATIONAL CITY**

By:   
Brad Raulston, City Manager

APPROVED AS TO FORM:

By:   
Angil P. Morris-Jones  
City Attorney

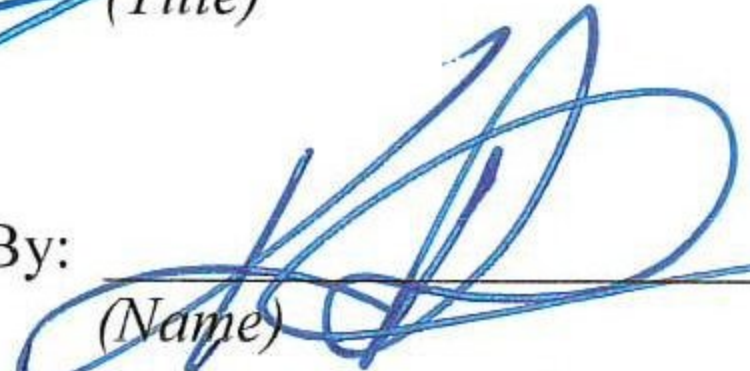
**24 HOUR ELEVATOR, INC., A CALIFORNIA CORPORATION**

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

By:   
(Name)

Chris Sommese  
(Print)

Sales Manager  
(Title)

By:   
(Name)

Kenneth Dixon  
(Print)

General Manager  
(Title)



## Exhibit A

### Billing Rates

(2020 Labor Rates)

#### **Single Man Billing Rates**

Straight Time	\$285.00 per hour
Overtime (1.7)	\$449.00 per hour
Double Time	\$499.00 per hour

#### **Time Differential Rate (FMTD)**

Overtime (1.7)	\$225.00 per hour
Double Time	\$259.00 per hour

#### **Team Billing Rates**

Straight Time	\$499.00 per hour
Double Time	\$890.00 per hour
Time Differential Double Time - Crew	\$420.00 per hour

#### **Regular Operating Hours**

Straight time hours are Monday-Friday 7:30 a.m. to 4:30 p.m.

#### **Overtime**

Saturdays and Overtime Weekdays (1.7)  
Sundays and all Holidays are Double Time  
All Team overtime is Double Time Rate

\*Rates subject to change annually

## Scope of Work

The Company will service the above referenced equipment during normal business hours of Monday through Friday from 7:30 a.m. to 4:30 p.m. with the exception of legal and scheduled holidays.

This Agreement shall be for the following level of service:

**PM – Preventative Maintenance** – Does not include any call backs or service calls between regular maintenance visits. All parts needed whether during regular maintenance or call backs are billable as an extra. Maintenance service will be performed during regular business hours as defined above.

Extra requests, vandalism, ROA's and misuse calls are **not included** in this agreement.

The Company shall provide trained and licensed elevator mechanics that will service, inspect, adjust, clean and lubricate as necessary all elevator/lift components.

The price for this service shall be Three Thousand Nine Hundred Twenty Eight Dollars & Five Cents (**\$3,928.05**), per quarter, payable quarterly.

The price set forth above may be adjusted annually of each year that this Agreement is in effect to compensate for changes in the cost of labor and materials. The price may escalate or deescalate at a rate of up to five percent (5%) reflecting these changes annually to reflect changes in union labor rates.

Under this agreement 24 Hour Elevator will also provide:

**24-Hour Customer Support** – The Company will provide the Purchaser with our 24-hour dispatching service for emergency response to elevator malfunctions. The service includes 24-hour answering of all preprogrammed elevator phones at no additional charge to Purchaser. The Purchaser may request the Company to dispatch a technician to perform adjustments and repairs if an elevator malfunction occurs between regular examinations.

**Preventative Maintenance Charts** – The Company will maintain detailed maintenance charts and trouble call logs that shall remain in the equipment machine room during the term of this contract. The charts illustrate the systematic maintenance schedule followed by Company technicians. All maintenance charts are available to Purchaser to ensure the highest quality of service possible.

**Fire Service Testing** – The Company will test the elevator Fire Service keyswitches and their function (Phase I and Phase II testing) and maintain a Fire Service log in the machine room.

**Administrative Support** – The Company will assign a supervisor to conduct periodic inspections of equipment and audits of Preventative Maintenance Charts to ensure quality control. The Company will also appoint an account representative who will be available to discuss maintenance issues and assist with upgrades or modernizations. The Company will have available a competent office staff for Purchasers needs.

## Other Charges

Requested services by Purchaser that are outside the scope of this Agreement shall be billed on an hourly basis (with two (2) hours being the minimum billing – we bill at 15 minute increments after second hour) plus materials. Please refer to Exhibit A for Labor Billing Rates.



## Annual Testing

• Under this agreement, 24 Hour Elevator Inc. will provide **annual testing** at no additional charge. This includes 1 hour to work with your smoke detector company on that portion of the testing.

**Disclaimer:** Pressure test imposes greater stress on equipment than during normal operation. It is agreed in testing of equipment that 24 Hour Elevator is not liable for loss, damage or destruction of persons or property because of failure of equipment.

If repairs are needed to return equipment to proper operation and to meet code, that said work will be an extra to the executed agreement.

### Conveyance Description

#### **ELEVATORS (5):**

<u>Qty.</u>	<u>Address</u>	<u>Building</u>	<u>State #</u>
1	1200 National City Bl	Police Dept.	105706
1	1243 National City Bl	Civic Center	043180
2	1401 National City Bl	Public Library	136078, 136079
1	333 E. 16 <sup>th</sup> Street	Fire Station 34	129921

#### **WHEELCHAIR LIFTS (1):**

<u>Qty.</u>	<u>Address</u>	<u>Building</u>	<u>State #</u>
1	923 A Avenue	Kimball House Museum	149767

**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 WITH 24 HOUR ELEVATOR, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$100,000, FOR A TOTAL AGREEMENT AMOUNT OF \$160,000**

**WHEREAS**, on July 1, 2020, the City of National City ("City") entered into an Agreement with 24 Hour Elevator, Inc., to provide citywide on-site elevator maintenance, service, repairs, and inspection services as needed and as directed by the City's Facilities Maintenance Supervisor for a not-to-exceed amount of \$60,000, and a term of three (3) years; and

**WHEREAS**, 24 Hour Elevator, Inc. has provided services to the City for approximately \$25,000 per year; however, this year, due to age and reliability issues, necessary services, including repairs and replacement to the relay and other operational components, were required for the elevator located at City Hall; and

**WHEREAS**, City staff is requesting City Council authorize the Mayor to execute a First Amendment to the Agreement with 24 Hour, Inc., increasing the not-to-exceed amount of the Agreement by \$100,000, for a total Agreement amount of \$160,000.

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

**Section 1:** Authorizes the Mayor to execute a First Amendment to the Agreement with 24 Hour Elevator, Inc., increasing the not-to-exceed amount by \$100,000, for a total Agreement amount of \$160,000, due to the demand and continuous need for assistance with specialized elevator services.

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

**PASSED and ADOPTED this 21<sup>st</sup> day of September, 2021.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

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Luz Molina, City Clerk

**APPROVED AS TO FORM:**

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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 installation of red curb “No Parking” at the intersection of Stancrest Lane and E. 14th Street in order to enhance safety and visibility for drivers exiting Stancrest Lane onto E. 14th Street \(TSC No. 2021-17\).](#)  
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of Stancrest Lane and E. 14<sup>th</sup> Street in order to enhance safety and visibility for drivers exiting Stancrest Lane onto E. 14<sup>th</sup> Street (TSC No. 2021-17).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

|N/A|

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing installation of red curb "No Parking" at the intersection of Stancrest Lane and E. 14<sup>th</sup> Street.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on August 11, 2021, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" at the intersection of Stancrest Lane and E. 14<sup>th</sup> Street.

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on August 11, 2021 (TSC No. 2021-17)
3. Resolution

## **EXPLANATION**

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An area resident has requested red curb "No Parking" at the intersection between E. 14<sup>th</sup> Street and Stancrest Lane to improve visibility and enhance safety for the vehicles exiting from Stancrest Lane onto E. 14<sup>th</sup> Street.

Staff performed a site evaluation. E. 14<sup>th</sup> Street is currently 2-lanes wide and has available parking on both sides of the street. The posted speed limit on E. 14<sup>th</sup> Street is 25 mph. Staff confirmed that there is 30 feet of existing red curb "No Parking" on the west side of Stancrest Lane, south of E. 14<sup>th</sup> Street. Staff also confirmed that there is 20 feet of red curb "No Parking" on the east side of Stancrest Lane, south of E. 14<sup>th</sup> Street.

Staff confirmed that when vehicles park too close to the corner on E. 14<sup>th</sup> Street and Stancrest Lane at the intersection, the visibility for the vehicles that are exiting Stancrest Lane onto E. 14<sup>th</sup> Street is obstructed.

Staff also reviewed the traffic collision history for this location, which confirmed there were no "reported" traffic collisions within the past four years. See attached "Traffic Collision History" summary table.

This item was presented to the Traffic Safety Committee via Zoom platform on August 11, 2021. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install 10 feet of additional red curb "No Parking" on the west side of Stancrest Lane, south of E. 14<sup>th</sup> Street, to improve visibility for drivers exiting Stancrest Lane onto E. 14<sup>th</sup> Street.

If approved by City Council, all work will be performed by City Public Works.

# Location Map with Recommended Enhancements (TSC Item: 2021-17)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR AUGUST 11, 2021**

**ITEM NO. 2021-17**

**ITEM TITLE:** REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF STANCREST LANE AND E. 14<sup>TH</sup> STREET IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS WHEN EXITING STANCREST LANE ONTO E. 14<sup>TH</sup> STREET.

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

**DISCUSSION:**

An area resident, has requested red curb "No Parking" at the intersection between E. 14<sup>th</sup> Street and Stancrest Lane to improve visibility and enhance safety for the vehicles exiting from Stancrest Lane onto E. 14<sup>th</sup> Street.

Staff performed a site evaluation. E. 14<sup>th</sup> Street is currently 2-lanes wide and has available parking on both sides of the street. The posted speed limit on E. 14<sup>th</sup> Street is 25 mph. Staff confirmed that there is 30 feet of existing red curb "No Parking" on the west side of Stancrest Lane, south of E. 14<sup>th</sup> Street. Staff also confirmed that there is 20 feet of red curb "No Parking" on the east side of Stancrest Lane, south of E. 14<sup>th</sup> Street.

Staff confirmed that when vehicles park too close to the corner on E. 14<sup>th</sup> Street and Stancrest Lane at the intersection, the visibility for the vehicles that are exiting Stancrest Lane onto E. 14<sup>th</sup> Street is obstructed.

Staff also reviewed the traffic collision history for this location, which confirmed there were no "reported" traffic collisions within the past four years. See attachment traffic collision summary table.

**STAFF RECOMMENDATION:**

Based on evaluation of existing conditions, staff recommends the installation of 10 feet of additional red curb "No Parking" on the west side of Stancrest Lane, south of E. 14<sup>th</sup> Street to improve visibility for vehicles exiting Stancrest Lane onto E. 14<sup>th</sup> Street. This will not result in the loss of on-street parking space.

**ATTACHMENTS:**

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic collision history



## PUBLIC REQUEST FORM

### Contact Information

Name: Area resident

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Request Information

Location: 14th Street & Stancrest Ln

Request: Requesting red zone to be extended to provide a clearer view when exiting from Stancrest Lane.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attachments:  Yes  No Description: \_\_\_\_\_

### Internal Use Only:

Request Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Received via:  Counter/In-Person  Telephone  Email  Fax  Referral: \_\_\_\_\_

Assigned To: \_\_\_\_\_

Notes: \_\_\_\_\_





August 4, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-18

**REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF E. 14<sup>TH</sup> STREET AND STANCREST LANE IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS WHEN EXITING STANCREST LANE ONTO E. 14<sup>TH</sup> STREET.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, August 11, 2021, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

*Join Zoom Meeting from computer*

<https://us06web.zoom.us/j/86191509840?pwd=bDAybzlhYklwcExTM0FSaWxkaTB4dz09>

*Join Zoom Meeting by phone*

+1 669-900-9128

Meeting ID: 861 9150 9840

Passcode: 605633

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2021-18.

Sincerely,

Roberto Yano, P.E.  
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map

2021-18

# Location Map with Recommended Enhancements (TSC Item: 2021-17)





Location of proposed red curb "No Parking" on the west side of Stancrest Ln (looking south)



Location of proposed red curb "No Parking" on the west side of Stancrest Ln (looking west)

## Traffic Collision History (NCPD Records Division)

From August 4, 2017 – August 4, 2021, there were no traffic collisions on the intersection of E. 14<sup>th</sup> Street & Stancrest Lane.



**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING TEN (10) FEET OF ADDITIONAL RED CURB “NO PARKING” ON THE WEST SIDE OF STANCREST LANE, SOUTH OF EAST 14TH STREET, TO IMPROVE VISIBILITY FOR DRIVERS EXITING STANCREST LANE ONTO EAST 14TH STREET (TSC NO. 2021-17)**

**WHEREAS**, an area resident requests a red curb “No Parking” at the intersection between East 14<sup>th</sup> Street and Stancrest Lane to improve visibility and enhance safety for the vehicles exiting from Stancrest Lane onto East 14<sup>th</sup> Street; and

**WHEREAS**, City of National City (“City”) staff visited the site and verified that East 14<sup>th</sup> Street is currently 2-lanes wide and has available parking on both sides of the street with a speed limit of twenty-five (25) mph; and

**WHEREAS**, City staff confirmed that there are thirty (30) feet of existing red curb “No Parking” on the west side of Stancrest Lane and twenty (20) feet of red curb “No Parking” on the east side of Stancrest Lane, south of East 14<sup>th</sup> Street; and

**WHEREAS**, City staff confirmed that when vehicles park too close to the corner at the intersection East 14<sup>th</sup> Street and Stancrest Lane, the visibility for the vehicles that are exiting Stancrest Lane onto East 14<sup>th</sup> Street is obstructed; and

**WHEREAS**, City staff reviewed the traffic collision history for this location, which reported no traffic collisions within the past four years; and

**WHEREAS**, on August 11, 2021, the City of National City’s Traffic Safety Committee voted to approve staff’s recommendation to install ten (10) feet of additional red curb “No Parking” on the west side of Stancrest Lane, south of East 14<sup>th</sup> Street, to improve visibility for drivers exiting Stancrest Lane onto East 14<sup>th</sup> Street; and

**WHEREAS**, City staff request City Council authorize installing ten (10) feet of additional red curb “No Parking” on the west side of Stancrest Lane, south of East 14<sup>th</sup> Street, to improve visibility for drivers exiting Stancrest Lane onto East 14<sup>th</sup> Street.

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

**Section 1:** Authorizes installing ten (10) feet of additional red curb “No Parking” on the west side of Stancrest Lane, south of East 14<sup>th</sup> Street, to improve visibility for drivers exiting Stancrest Lane onto East 14<sup>th</sup> Street (TSC No. 2021-17).

///

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

**PASSED and ADOPTED this 7th day of September, 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 installation of a blue curb disabled persons parking space with sign in front of the residence located at 1510 Harding Avenue \(TSC No. 2021-18\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 1510 Harding Avenue (TSC No. 2021-18).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

|N/A|

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing installation of a blue curb disabled persons parking space with sign in front of the residence located at 1510 Harding Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on August 11, 2021, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the residence located at 1510 Harding Avenue.

**ATTACHMENTS:**

1. Explanation w/ Exhibits A and B
2. Staff Report to the Traffic Safety Committee on August 11, 2021 (TSC No. 2021-18)
3. Resolution



## EXPLANATION

The resident of 1510 Harding Avenue has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the resident's residence has no driveway and no garage. The slope on Harding Avenue was found to be negligible.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on August 11, 2021. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

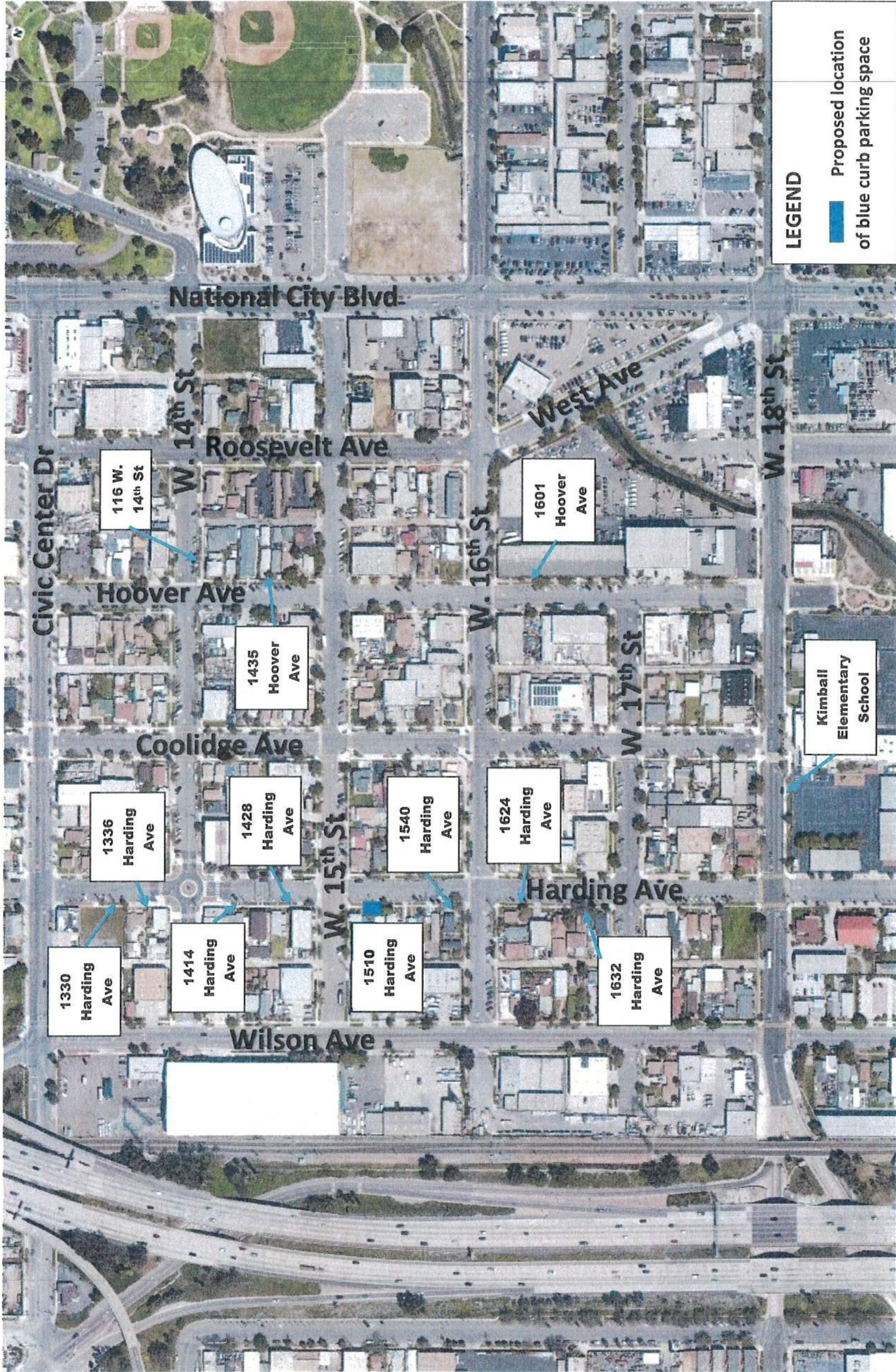
Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached Exhibit "B" for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

If approved by City Council, all work will be performed by City Public Works.

**Exhibit "A" - Location Map with Recommended Enhancements (TSC Item: 2021-18)**



Exhibit "B" - Location Map showing existing blue curb parking spaces (TSC Item: 2021-18)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR AUGUST 11, 2021**

**ITEM NO. 2021-18**

**ITEM TITLE:** REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 1510 HARDING AVENUE

**PREPARED BY:** Carla Hutchinson, Assistant Engineer – Civil Engineering & Public Works Department

**DISCUSSION:**

The resident of 1510 Harding Avenue, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for her to find parking in front of her residence due to the high demand of parking in the area and that a disabled persons parking space in front of her residence would provide easier access to the house.

Staff visited the site and observed that the resident's residence has no driveway and no garage. The slope on Harding Avenue was found to be negligible.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

**STAFF RECOMMENDATION:**

---

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 1510 Harding Avenue.

**EXHIBITS:**

1. Public Request Form
2. Public Notice
3. Location Map
4. Location Map showing existing blue curb parking spaces in the area
5. Photos
6. City Council Disabled Persons Parking Policy

2021-18

RECEIVED  
ENG & PW DEPT.

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

2021 JUL -7 A 10:57

NAME OF DISABLED PERSON: \_\_\_\_\_ CITY OF NATIONAL CITY

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

ADDRESS: 1510 HARDING AVE

EMAIL: NATIONAL CITY CA 91937

PHONE NUMBER: \_\_\_\_\_

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?  YES  NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

2) Does your residence have a garage?  YES  NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12')  YES  NO

3) Does your residence have a driveway?  YES  NO

If YES, a) Is the driveway large enough to park a vehicle? (minimum of 20' x 12')  YES  NO

b) Is the driveway level?  YES  NO

c) Is the driveway sloped/inclined?  YES  NO

4) Please write any additional comments here (optional).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



August 4, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-18

**REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS  
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 1510  
HARDING AVENUE.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, August 11, 2021, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

*Join Zoom Meeting from computer*

<https://us06web.zoom.us/j/86191509840?pwd=bDAybzlhYklwcExTM0FSaWxkaTB4dz09>

*Join Zoom Meeting by phone*

+1 669-900-9128

Meeting ID: 861 9150 9840

Passcode: 605633

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2021-18.

Sincerely,

Roberto Yano, P.E.  
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map

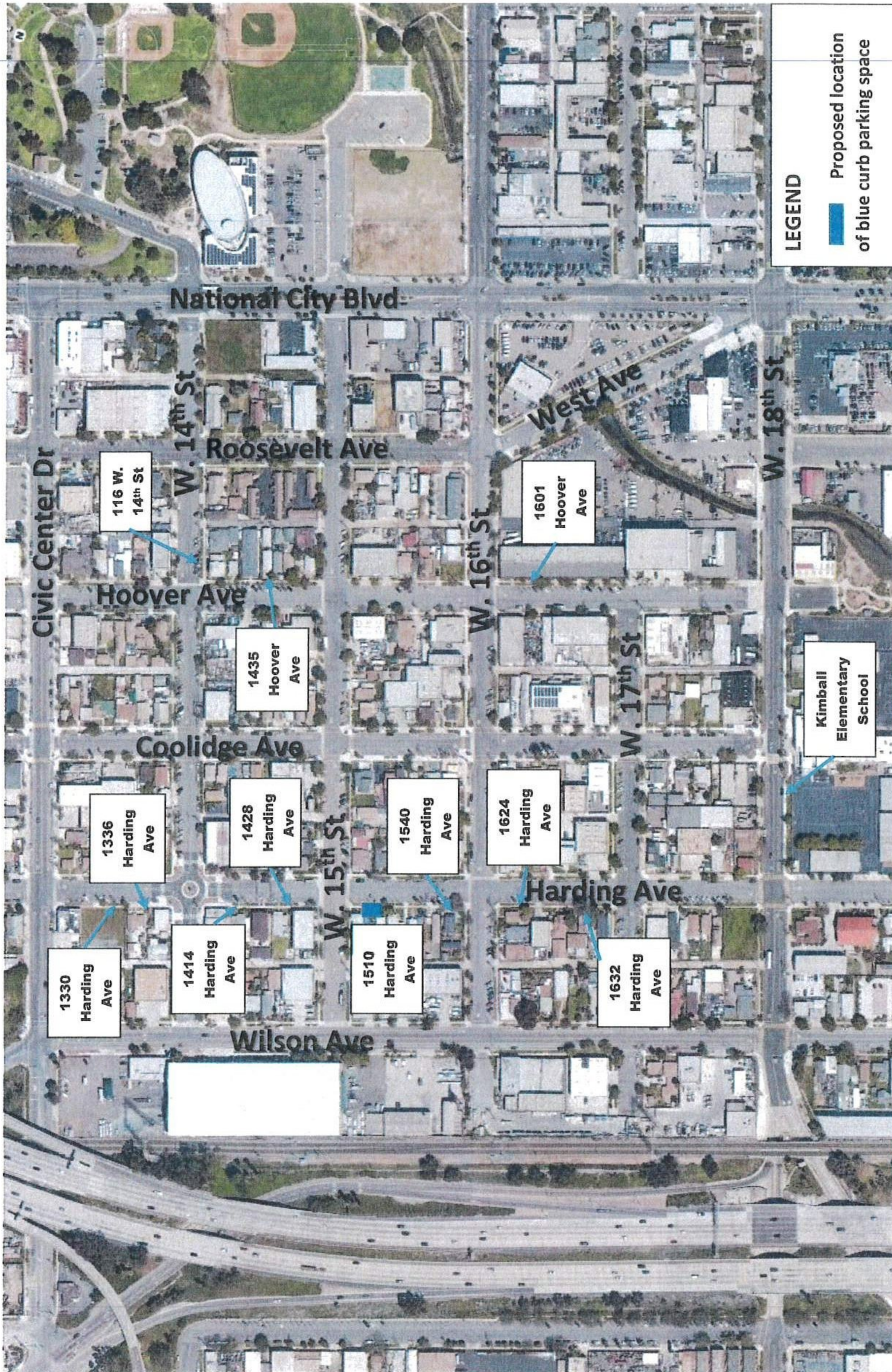
2021-18

# Location Map with Recommended Enhancements (TSC Item: 2021-18)



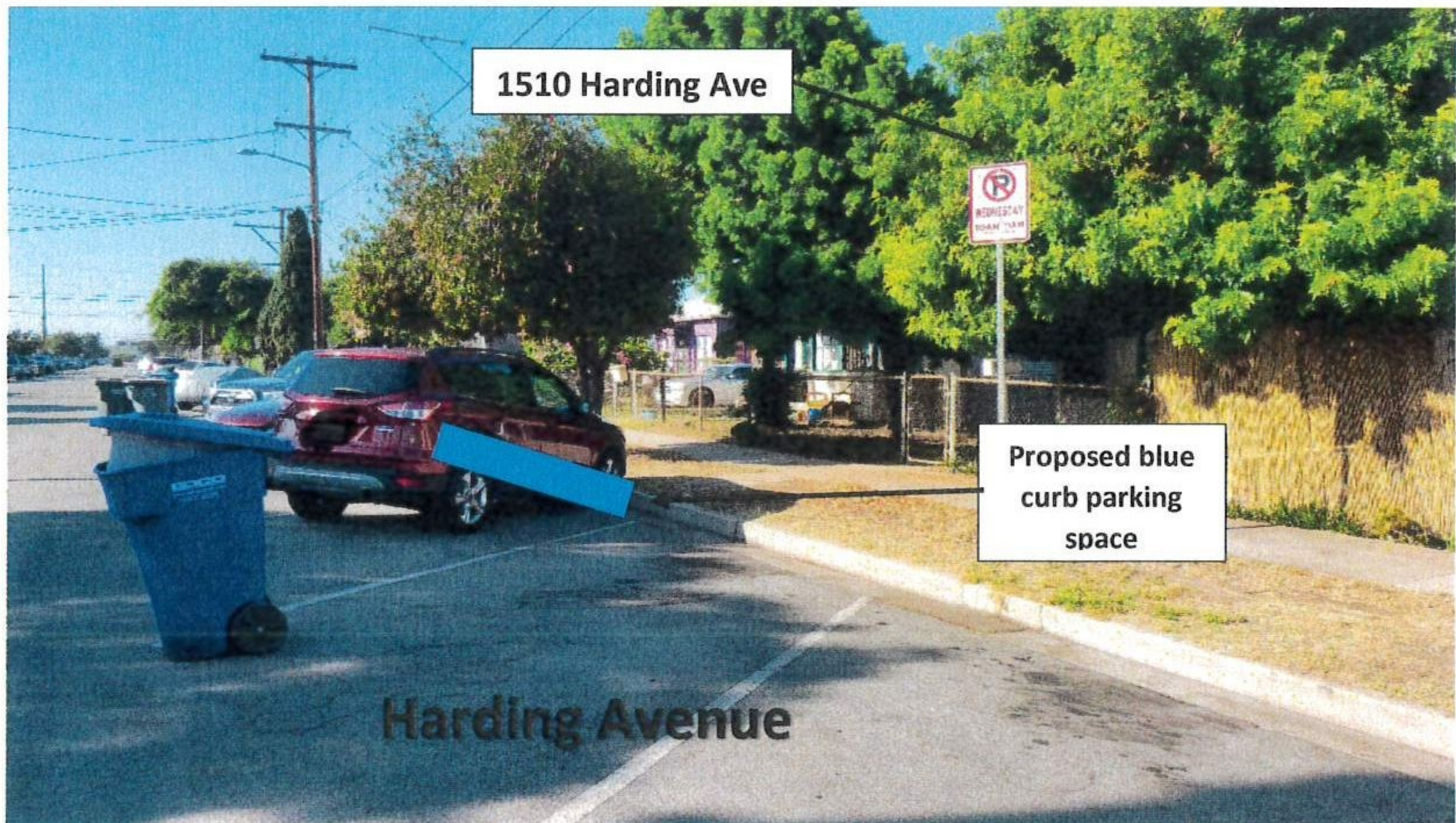


# Location Map showing existing blue curb parking spaces (TSC Item: 2021-18)





Location of proposed blue curb disabled persons parking space in front of 1510 Harding Ave (looking west)



Location of proposed blue curb disabled persons parking space in front of 1510 Harding Ave (looking south)

## **DISABLED PERSONS PARKING POLICY**

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

### **General Requirements**

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

### **Special Hardship Cases**

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- 
- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

**RESOLUTION NO. 2021 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING INSTALLING A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 1510 HARDING AVENUE (TSC NO. 2021-18)**

**WHEREAS**, the resident of 1510 Harding Avenue possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and requests installing a blue curb disabled persons parking space in front of the residence to provide easier and safer access to the home because the demand for parking is high making it difficult to find on-street parking; and

**WHEREAS**, City of National City ("City") staff determined that the residence meets all conditions to qualify for a blue curb disabled persons parking space in front of the residence; and

**WHEREAS**, on August 11, 2021, the City's Traffic Safety Committee voted to approve installing a blue curb disabled persons parking space with signage in front of the residence located at 1510 Harding Avenue; and

**WHEREAS**, City staff requests City Council authorize installing a blue curb disabled persons parking space with sign in front of the residence located at 1510 Harding Avenue.

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

**Section 1:** Authorizes installing a blue curb disabled person's parking space with a sign in front of the residence located at 1510 Harding Avenue (TSC No. 2021-18).

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

**PASSED and ADOPTED this 21st day of September, 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: [Investment transactions for the month ended July 31, 2021. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Investment transactions for the month ended July 31, 2021.

**PREPARED BY:** *Ron Gutlay*

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

**APPROVED BY:** *Molly Brown*

**EXPLANATION:**

In accordance with California Government Code Section 53646 and Section XI A 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 July 31, 2021.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** *David S. Zimmerman* **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

**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 July 31, 2021.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	07/02/2021	60934N807	7.61	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7.61	0.00	7.61	0.00
Purchase	07/07/2021	60934N807	5,078.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,078.13	0.00	5,078.13	0.00
Purchase	07/08/2021	60934N807	6,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,700.00	0.00	6,700.00	0.00
Purchase	07/09/2021	60934N807	100,560.54	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	100,560.54	0.00	100,560.54	0.00
Purchase	07/10/2021	60934N807	7,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7,600.00	0.00	7,600.00	0.00
Purchase	07/11/2021	60934N807	6,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,600.00	0.00	6,600.00	0.00
Purchase	07/12/2021	79466LAG9	65,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	99.949	0.64%	64,966.85	0.00	64,966.85	0.00
Purchase	07/13/2021	60934N807	251,422.65	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	251,422.65	0.00	251,422.65	0.00
Purchase	07/13/2021	60934N807	6,828.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,828.13	0.00	6,828.13	0.00
Purchase	07/14/2021	45950KCR9	300,000.00	International Finance Corp Note 1.375% Due 10/16/2024	102.690	0.54%	308,070.00	1,008.33	309,078.33	0.00
Purchase	07/15/2021	60934N807	100,619.89	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	100,619.89	0.00	100,619.89	0.00
Purchase	07/15/2021	60934N807	343.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	343.75	0.00	343.75	0.00
Purchase	07/15/2021	60934N807	31.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	31.88	0.00	31.88	0.00
Purchase	07/15/2021	60934N807	34.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	34.50	0.00	34.50	0.00
Purchase	07/15/2021	60934N807	155.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	155.83	0.00	155.83	0.00
Purchase	07/15/2021	60934N807	27.56	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27.56	0.00	27.56	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	07/15/2021	60934N807	332.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	332.00	0.00	332.00	0.00
Purchase	07/15/2021	60934N807	62.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	62.83	0.00	62.83	0.00
Purchase	07/15/2021	60934N807	56.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	56.83	0.00	56.83	0.00
Purchase	07/15/2021	60934N807	29.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	29.17	0.00	29.17	0.00
Purchase	07/15/2021	60934N807	8,035.81	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,035.81	0.00	8,035.81	0.00
Purchase	07/15/2021	60934N807	4,453.51	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,453.51	0.00	4,453.51	0.00
Purchase	07/15/2021	60934N807	10,744.90	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,744.90	0.00	10,744.90	0.00
Purchase	07/15/2021	90LAIF\$00	12,089.44	Local Agency Investment Fund State Pool	1.000	0.25%	12,089.44	0.00	12,089.44	0.00
Purchase	07/17/2021	60934N807	457.19	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	457.19	0.00	457.19	0.00
Purchase	07/19/2021	60934N807	77.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	77.08	0.00	77.08	0.00
Purchase	07/19/2021	60934N807	7,641.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7,641.67	0.00	7,641.67	0.00
Purchase	07/21/2021	47789QAC4	135,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	99.991	0.52%	134,987.96	0.00	134,987.96	0.00
Purchase	07/21/2021	60934N807	18.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	07/21/2021	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	93.92	0.00	93.92	0.00
Purchase	07/21/2021	60934N807	10,445.09	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	10,445.09	0.00	10,445.09	0.00
Purchase	07/28/2021	60934N807	4,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,900.00	0.00	4,900.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	07/30/2021	60934N807	5,400.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,400.00	0.00	5,400.00	0.00
Purchase	07/31/2021	60934N807	4,218.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,218.75	0.00	4,218.75	0.00
<b>Subtotal</b>			<b>1,055,066.66</b>				<b>1,063,091.47</b>	<b>1,008.33</b>	<b>1,064,099.80</b>	<b>0.00</b>
Security Contribution	07/06/2021	60934N807	2,325.07	Federated Investors Govt Oblig Fund Inst.	1.000		2,325.07	0.00	2,325.07	0.00
Security Contribution	07/16/2021	90LAIF\$00	6,000,000.00	Local Agency Investment Fund State Pool	1.000		6,000,000.00	0.00	6,000,000.00	0.00
Security Contribution	07/21/2021	60934N807	16,104.64	Federated Investors Govt Oblig Fund Inst.	1.000		16,104.64	0.00	16,104.64	0.00
Security Contribution	07/31/2021	90SDCP\$00	53,000.00	County of San Diego Pooled Investment Pool	1.000		53,000.00	0.00	53,000.00	0.00
<b>Subtotal</b>			<b>6,071,429.71</b>				<b>6,071,429.71</b>	<b>0.00</b>	<b>6,071,429.71</b>	<b>0.00</b>
Short Sale	07/12/2021	60934N807	-64,966.85	Federated Investors Govt Oblig Fund Inst.	1.000		-64,966.85	0.00	-64,966.85	0.00
Short Sale	07/21/2021	60934N807	-134,987.96	Federated Investors Govt Oblig Fund Inst.	1.000		-134,987.96	0.00	-134,987.96	0.00
<b>Subtotal</b>			<b>-199,954.81</b>				<b>-199,954.81</b>	<b>0.00</b>	<b>-199,954.81</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>6,926,541.56</b>				<b>6,934,566.37</b>	<b>1,008.33</b>	<b>6,935,574.70</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	07/12/2021	60934N807	-64,966.85	Federated Investors Govt Oblig Fund Inst.	1.000		-64,966.85	0.00	-64,966.85	0.00
Closing Purchase	07/21/2021	60934N807	-134,987.96	Federated Investors Govt Oblig Fund Inst.	1.000		-134,987.96	0.00	-134,987.96	0.00
<b>Subtotal</b>			<b>-199,954.81</b>				<b>-199,954.81</b>	<b>0.00</b>	<b>-199,954.81</b>	<b>0.00</b>
Sale	07/09/2021	912828S76	100,000.00	US Treasury Note 1.125% Due 7/31/2021	100.066	0.03%	100,066.41	494.13	100,560.54	4,503.91



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	07/12/2021	60934N807	64,966.85	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	64,966.85	0.00	64,966.85	0.00
Sale	07/13/2021	912828S76	250,000.00	US Treasury Note 1.125% Due 7/31/2021	100.063	-0.13%	250,156.25	1,266.40	251,422.65	11,250.00
Sale	07/14/2021	60934N807	309,078.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	309,078.33	0.00	309,078.33	0.00
Sale	07/15/2021	3135G0N82	100,000.00	FNMA Note 1.25% Due 8/17/2021	100.106	0.06%	100,106.00	513.89	100,619.89	3,414.00
Sale	07/21/2021	60934N807	134,987.96	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	134,987.96	0.00	134,987.96	0.00
<b>Subtotal</b>			<b>959,033.14</b>				<b>959,361.80</b>	<b>2,274.42</b>	<b>961,636.22</b>	<b>19,167.91</b>
Paydown	07/15/2021	43815NAC8	7,897.08	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		7,897.08	138.73	8,035.81	0.07
Paydown	07/15/2021	477870AC3	4,304.74	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		4,304.74	148.77	4,453.51	0.91
Paydown	07/15/2021	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	07/15/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	34.50	34.50	0.00
Paydown	07/15/2021	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	07/15/2021	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	27.56	27.56	0.00
Paydown	07/15/2021	65479JAD5	10,165.90	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		10,165.90	579.00	10,744.90	0.54
Paydown	07/15/2021	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	07/15/2021	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



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	07/15/2021	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	07/15/2021	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	07/19/2021	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
Paydown	07/19/2021	43814UAG4	7,616.69	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000		7,616.69	24.98	7,641.67	0.17
Paydown	07/21/2021	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
Paydown	07/21/2021	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	07/21/2021	43815HAC1	10,341.01	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		10,341.01	104.08	10,445.09	1.42
<b>Subtotal</b>			<b>40,325.42</b>				<b>40,325.42</b>	<b>1,915.16</b>	<b>42,240.58</b>	<b>3.11</b>
Security Withdrawal	07/06/2021	60934N807	2,325.07	Federated Investors Govt Oblig Fund Inst.	1.000		2,325.07	0.00	2,325.07	0.00
Security Withdrawal	07/06/2021	60934N807	2,325.07	Federated Investors Govt Oblig Fund Inst.	1.000		2,325.07	0.00	2,325.07	0.00
Security Withdrawal	07/21/2021	60934N807	16,104.64	Federated Investors Govt Oblig Fund Inst.	1.000		16,104.64	0.00	16,104.64	0.00
Security Withdrawal	07/27/2021	90LAIF\$00	7,000,000.00	Local Agency Investment Fund State Pool	1.000		7,000,000.00	0.00	7,000,000.00	0.00
<b>Subtotal</b>			<b>7,020,754.78</b>				<b>7,020,754.78</b>	<b>0.00</b>	<b>7,020,754.78</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>7,820,158.53</b>				<b>7,820,487.19</b>	<b>4,189.58</b>	<b>7,824,676.77</b>	<b>19,171.02</b>



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	07/07/2021	3135G0X24	625,000.00	FNMA Note 1.625% Due 1/7/2025	0.000		5,078.13	0.00	5,078.13	0.00
Interest	07/08/2021	89236TFS9	400,000.00	Toyota Motor Credit Corp Note 3.35% Due 1/8/2024	0.000		6,700.00	0.00	6,700.00	0.00
Interest	07/10/2021	24422EUR8	400,000.00	John Deere Capital Corp Note 3.45% Due 1/10/2024	0.000		6,900.00	0.00	6,900.00	0.00
Interest	07/10/2021	3135G05G4	560,000.00	FNMA Note 0.25% Due 7/10/2023	0.000		700.00	0.00	700.00	0.00
Interest	07/11/2021	06051GEU9	400,000.00	Bank of America Corp Note 3.3% Due 1/11/2023	0.000		6,600.00	0.00	6,600.00	0.00
Interest	07/13/2021	3137EADB2	575,000.00	FHLMC Note 2.375% Due 1/13/2022	0.000		6,828.13	0.00	6,828.13	0.00
Interest	07/15/2021	91282CBE0	550,000.00	US Treasury Note 0.125% Due 1/15/2024	0.000		343.75	0.00	343.75	0.00
Interest	07/17/2021	24422EVN6	275,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.000		457.19	0.00	457.19	0.00
Interest	07/28/2021	69353RFE3	400,000.00	PNC Bank Callable Note Cont 6/28/2022  2.45% Due 7/28/2022	0.000		4,900.00	0.00	4,900.00	0.00
Interest	07/30/2021	91159HHX1	450,000.00	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	0.000		5,400.00	0.00	5,400.00	0.00
Interest	07/31/2021	912828V72	450,000.00	US Treasury Note 1.875% Due 1/31/2022	0.000		4,218.75	0.00	4,218.75	0.00
<b>Subtotal</b>			<b>5,085,000.00</b>				<b>48,125.95</b>	<b>0.00</b>	<b>48,125.95</b>	<b>0.00</b>
Dividend	07/02/2021	60934N807	-25,288.75	Federated Investors Govt Oblig Fund Inst.	0.000		7.61	0.00	7.61	0.00

# Transaction Ledger

As of July 31, 2021



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Dividend	07/15/2021	90LAIF\$00	1,173,205,103.97	Local Agency Investment Fund State Pool	0.000		12,089.44	0.00	12,089.44	0.00
<b>Subtotal</b>			<b>1,173,179,815.22</b>				<b>12,097.05</b>	<b>0.00</b>	<b>12,097.05</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>1,178,264,815.22</b>				<b>60,223.00</b>	<b>0.00</b>	<b>60,223.00</b>	<b>0.00</b>

The following page(s) contain the backup material for Agenda Item: [Warrant Register #5 for the period of 7/28/21 through 8/03/21 in the amount of \\$1,321,040.70. \(Finance\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #5 for the period of 7/28/21 through 8/03/21 in the amount of \$1,321,040.70. (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 7/28/21 - 8/03/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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No Warrants over \$50,000.00 for this period

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$1,321,040.70.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,321,040.70.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 5



**WARRANT REGISTER # 5  
8/3/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - AUG 2021	354027	8/3/21	110.00
BEARD	RETIREE HEALTH BENEFITS - AUG 2021	354028	8/3/21	70.00
BECK	RETIREE HEALTH BENEFITS - AUG 2021	354029	8/3/21	140.00
BISHOP	RETIREE HEALTH BENEFITS - AUG 2021	354030	8/3/21	110.00
BOEGLER	RETIREE HEALTH BENEFITS - AUG 2021	354031	8/3/21	260.00
BULL	RETIREE HEALTH BENEFITS - AUG 2021	354032	8/3/21	580.00
CAMEON	RETIREE HEALTH BENEFITS - AUG 2021	354033	8/3/21	400.00
CARRILLO	RETIREE HEALTH BENEFITS - AUG 2021	354034	8/3/21	290.00
COLE	RETIREE HEALTH BENEFITS - AUG 2021	354035	8/3/21	165.00
COLLINSON	RETIREE HEALTH BENEFITS - AUG 2021	354036	8/3/21	420.00
CONDON	RETIREE HEALTH BENEFITS - AUG 2021	354037	8/3/21	280.00
CORDERO	RETIREE HEALTH BENEFITS - AUG 2021	354038	8/3/21	520.00
DALLA	RETIREE HEALTH BENEFITS - AUG 2021	354039	8/3/21	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - AUG 2021	354040	8/3/21	250.00
DEESE	RETIREE HEALTH BENEFITS - AUG 2021	354041	8/3/21	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - AUG 2021	354042	8/3/21	110.00
DIAZ	RETIREE HEALTH BENEFITS - AUG 2021	354043	8/3/21	680.00
DILLARD	RETIREE HEALTH BENEFITS - AUG 2021	354044	8/3/21	480.00
DREDGE	RETIREE HEALTH BENEFITS - AUG 2021	354045	8/3/21	250.00
DUONG	RETIREE HEALTH BENEFITS - AUG 2021	354046	8/3/21	280.00
EISER III	RETIREE HEALTH BENEFITS - AUG 2021	354047	8/3/21	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - AUG 2021	354048	8/3/21	620.00
ETZLER	RETIREE HEALTH BENEFITS - AUG 2021	354049	8/3/21	460.00
FABINSKI	RETIREE HEALTH BENEFITS - AUG 2021	354050	8/3/21	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - AUG 2021	354051	8/3/21	270.00
FIFIELD	RETIREE HEALTH BENEFITS - AUG 2021	354052	8/3/21	540.00
GAUT	RETIREE HEALTH BENEFITS - AUG 2021	354053	8/3/21	700.00
GELSKEY	RETIREE HEALTH BENEFITS - AUG 2021	354054	8/3/21	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - AUG 2021	354055	8/3/21	120.00
GONZALES	RETIREE HEALTH BENEFITS - AUG 2021	354056	8/3/21	480.00
HANSON	RETIREE HEALTH BENEFITS - AUG 2021	354057	8/3/21	135.00
HARLAN	RETIREE HEALTH BENEFITS - AUG 2021	354058	8/3/21	500.00
HAUG	RETIREE HEALTH BENEFITS - AUG 2021	354059	8/3/21	120.00
HERNANDEZ	RETIREE HEALTH BENEFITS - AUG 2021	354060	8/3/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - AUG 2021	354061	8/3/21	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - AUG 2021	354062	8/3/21	400.00
HODGES	RETIREE HEALTH BENEFITS - AUG 2021	354063	8/3/21	200.00
IBARRA	RETIREE HEALTH BENEFITS - AUG 2021	354064	8/3/21	780.00
JONES	RETIREE HEALTH BENEFITS - AUG 2021	354065	8/3/21	60.00
JONES	RETIREE HEALTH BENEFITS - AUG 2021	354066	8/3/21	480.00
JUNIEL	RETIREE HEALTH BENEFITS - AUG 2021	354067	8/3/21	50.00
KIMBLE	RETIREE HEALTH BENEFITS - AUG 2021	354068	8/3/21	300.00
KLOS	RETIREE HEALTH BENEFITS - AUG 2021	354069	8/3/21	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - AUG 2021	354070	8/3/21	660.00
LEACH	RETIREE HEALTH BENEFITS - AUG 2021	354071	8/3/21	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - AUG 2021	354072	8/3/21	160.00
MATIENZO	RETIREE HEALTH BENEFITS - AUG 2021	354073	8/3/21	100.00
MCCABE	RETIREE HEALTH BENEFITS - AUG 2021	354074	8/3/21	280.00



**WARRANT REGISTER # 5  
8/3/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCDANIEL	RETIREE HEALTH BENEFITS - AUG 2021	354075	8/3/21	290.00
MEDINA	RETIREE HEALTH BENEFITS - AUG 2021	354076	8/3/21	105.00
MEEKS	RETIREE HEALTH BENEFITS - AUG 2021	354077	8/3/21	460.00
MENDOZA	RETIREE HEALTH BENEFITS - AUG 2021	354078	8/3/21	290.00
MINER	RETIREE HEALTH BENEFITS - AUG 2021	354079	8/3/21	580.00
MORRISON	RETIREE HEALTH BENEFITS - AUG 2021	354080	8/3/21	520.00
NAGLE	RETIREE HEALTH BENEFITS - AUG 2021	354081	8/3/21	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - AUG 2021	354082	8/3/21	120.00
OLIVARES	RETIREE HEALTH BENEFITS - AUG 2021	354083	8/3/21	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - AUG 2021	354084	8/3/21	360.00
PAUU JR	RETIREE HEALTH BENEFITS - AUG 2021	354085	8/3/21	340.00
PE	RETIREE HEALTH BENEFITS - AUG 2021	354086	8/3/21	300.00
PEASE JR	RETIREE HEALTH BENEFITS - AUG 2021	354087	8/3/21	140.00
PETERS	RETIREE HEALTH BENEFITS - AUG 2021	354088	8/3/21	290.00
POST	RETIREE HEALTH BENEFITS - AUG 2021	354089	8/3/21	280.00
RAY	RETIREE HEALTH BENEFITS - AUG 2021	354090	8/3/21	190.00
ROARK	RETIREE HEALTH BENEFITS - AUG 2021	354091	8/3/21	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - AUG 2021	354092	8/3/21	260.00
RUIZ	RETIREE HEALTH BENEFITS - AUG 2021	354093	8/3/21	310.00
SAINZ	RETIREE HEALTH BENEFITS - AUG 2021	354094	8/3/21	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - AUG 2021	354095	8/3/21	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - AUG 2021	354096	8/3/21	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - AUG 2021	354097	8/3/21	480.00
SILVA	RETIREE HEALTH BENEFITS - AUG 2021	354098	8/3/21	580.00
SMITH	RETIREE HEALTH BENEFITS - AUG 2021	354099	8/3/21	320.00
SMITH	RETIREE HEALTH BENEFITS - AUG 2021	354100	8/3/21	560.00
STEWART	RETIREE HEALTH BENEFITS - AUG 2021	354101	8/3/21	200.00
TIPTON	RETIREE HEALTH BENEFITS - AUG 2021	354102	8/3/21	250.00
VERRY	RETIREE HEALTH BENEFITS - AUG 2021	354103	8/3/21	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - AUG 2021	354104	8/3/21	480.00
WHITE	RETIREE HEALTH BENEFITS - AUG 2021	354105	8/3/21	230.00
WILKINS	RETIREE HEALTH BENEFITS - AUG 2021	354106	8/3/21	520.00
YBARRA	RETIREE HEALTH BENEFITS - AUG 2021	354107	8/3/21	220.00
			<b>RETIREE HEALTH BENEFITS:</b>	<b>27,935.00</b>
CA DEPARTMENT OF TAX & FEE ADMIN	SALES TAX LIABILITY	354026	7/29/21	3,552.00
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES -	354108	8/3/21	15,981.50
ALDEMCO	FOOD / NUTRITION CENTER	354109	8/3/21	3,589.82
ALDEMCO	CONSUMABLES / NUTRITION CENTER	354110	8/3/21	493.62
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	354111	8/3/21	2,740.22
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	354112	8/3/21	675.33
AT&T	CALNET BILL ACCT 9391068709	354113	8/3/21	4,440.28
BUREAU VERITAS N AMERICA INC	INSPECTION SERVICES - BUREAU VERITAS	354114	8/3/21	24,140.00
CAL FIRE	CERT-FF1AC0433 FIRE FIGHTER STRUCTURE 1	354115	8/3/21	750.00
CALPELRA	CALPELRA MEMBERSHIP 2021-2022	354116	8/3/21	740.00
CAPPO INC	CAPPO 2022 CONFERENCE FOR DEBBIE LUNT	354117	8/3/21	495.00
CDWG	CA NVP SOFTWARE	354118	8/3/21	3,455.20
CHARLES PALUMBO	TRAINING REIM CPTED	354119	8/3/21	359.99
CHILDREN'S HOSPITAL	NC SAFE ROUTES TO SCHOOL PROGRAM - ENG/PW	354120	8/3/21	24,419.51



**WARRANT REGISTER # 5  
8/3/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CITY OF NATIONAL CITY	NEW PETTY CASH FOR NUTRITION	354121	8/3/21	200.00
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES	354122	8/3/21	2,645.77
COX COMMUNICATIONS	COX 1200 NC BLVD	354123	8/3/21	841.17
DELL MARKETING L P	DELL OPTIPLEX 3080 SFF 8GB MEM	354124	8/3/21	25,002.92
DEPARTMENT OF CONSERVATION	DEPARTMENT OF CONSERVATION	354125	8/3/21	1,168.05
DIVISION 8 INCORPORATED	CITY WIDE ONSITE GLASS AND WINDOW	354126	8/3/21	6,485.00
ESGIL CORPORATION	PLAN CHECK SERVICES - ESGIL	354127	8/3/21	10,559.61
FUN EXPRESS LLC	SUPPLIES FOR COMMUNITY SERVICES DEPT	354129	8/3/21	126.25
FUN EXPRESS LLC	OUT OF STATE SALES TAX	354130	8/3/21	7.55
GRANICUS	GOVACCESS-WEBSITE DESIGN/IMPLEMENTATION	354131	8/3/21	12,950.29
GUARDADO	LIABILITY CLAIM COST	354132	8/3/21	3,835.00
INTERNATIONAL EMERGENCY	NOVA STROBE PREEMPTION LIGHT	354133	8/3/21	543.75
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING,	354134	8/3/21	450.00
KIMLEY HORN AND ASSOC	CIP 19-23 CENTRAL COMMUNITY MOBILITY - ENG	354135	8/3/21	4,000.00
KRONOS INC	ELDEN PADGETT - HRTM	354136	8/3/21	564.53
LASER SAVER INC	MOP #45725 BLK TONER CF287A /FIRE	354137	8/3/21	293.52
MOTOROLA SOLUTIONS INC	NETRMS TO CAD INTERFACE	354138	8/3/21	2,290.00
NACOLE	ORGANIZATIONAL MEMBERSHIP	354139	8/3/21	400.00
NATIONAL CITY CAR WASH	MOP 72454 AUTO SUPPLIES - PW	354140	8/3/21	375.00
NATIONAL ELECTRIC WORKS, INC.	SCADA UPGRADES AT PUMP STATION- ENG/PW	354141	8/3/21	5,300.00
NV5 INC	T&A 90436 GRADING PLAN - 14 UNIT APT- ENG	354142	8/3/21	1,190.00
OFFICE SOLUTIONS BUSINESS	MLK SOUTH AND NORTH ROOM FURNITURE	354143	8/3/21	3,669.83
PADRE JANITORIAL SUPPLIES	FOR CONSUMABLES AS NEEDED FOR NUTRITION	354144	8/3/21	294.41
PARKING TODAY MEDIA	REGISTRATION PARKING EXPO / NSD	354145	8/3/21	850.00
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/AP FINANCE/WK ENDING 07252021	354146	8/3/21	5,384.96
PRUDENTIAL OVERALL SUPPLY	FOR UNIFORM CLEANING SERVICE	354147	8/3/21	180.90
RAMIREZ	TRAINING REIM SHERMAN BLOCK SLI 1 / PD	354148	8/3/21	212.93
RAMIREZ	TRAINING REIM SHERMAN BLOCK SLI 2 / PD	354149	8/3/21	211.36
RAMIREZ	TRAINING REIM SHERMAN BLOCK SLI 3 / PD	354150	8/3/21	86.68
S & S RECREATION WORLDWIDE	LITTLE PATRIOTS CAMP ACTIVITY TOYS	354151	8/3/21	253.02
S & S RECREATION WORLDWIDE	OUT OF STATE SALES TAX	354152	8/3/21	17.31
SABALA	TRAINING REIM GANG INVEST	354153	8/3/21	91.52
SAN DIEGO HYDRAULICS	SEAL KIT REPLACEMENT~	354154	8/3/21	1,169.51
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	354155	8/3/21	31,974.68
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	354156	8/3/21	1,156.02
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	354157	8/3/21	1,421.12
SHER EDLING LLP	LIABILITY CLAIM COST	354158	8/3/21	4,876.21
SMART SOURCE OF CALIFORNIA LLC	PLANNING ENVELOPES - SMART SOURCE - MOP	354159	8/3/21	164.21
SOUTH COUNTY ECONOMIC	FY 2021-2022 MEMBERSHIP DUES JULY 1,2021	354160	8/3/21	2,500.00
SOUTHWEST SIGNAL SERVICE	ADDITIONAL INVOICE 81098	354161	8/3/21	23,549.47
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / FINANCE	354162	8/3/21	266.43

**A/P Total 271,326.45**

**SECTION 8 HAPS**

**Start Date** 7/27/2021 **End Date** 8/3/2021

**1,049,714.25**

**GRAND TOTAL**

**\$ 1,321,040.70**

The following page(s) contain the backup material for Agenda Item: [Warrant Register #6 for the period of 8/04/21 through 8/10/21 in the amount of \\$2,265,977.29. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #6 for the period of 8/04/21 through 8/10/21 in the amount of \$2,265,977.29. (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 8/04/21 - 8/10/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
National Auto Fleet Grp	354179	138,317.62	2020 Ford Transit Cargo Van T-350
Centricity GIS, LLC	354200	52,500.00	Cityworks PLL/ AMS Implementation
Tri-Group Construction	354260	281,987.61	CIP19-19 Roosevelt Smart Growth
Whillock Contracting	354268	141,891.95	CIP18-07 Paradise Creek Park Site

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$2,265,977.29.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,265,977.29.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 6



**WARRANT REGISTER # 6  
8/10/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
3 DAY BLINDS LLC	FURNITURE / CSD	354173	8/10/21	11,181.15
ACE UNIFORMS & ACCESSORIES INC	CM COVER	354174	8/10/21	182.53
CYRACOM INTERNATIONAL, INC	LANGUAGE LINE DISPATCH SERVICES / PD	354175	8/10/21	66.30
DEPT OF JUSTICE	DOJ FINGERPRINTING / PD	354176	8/10/21	560.00
EXPERIAN	CREDIT CHECKS / PD	354177	8/10/21	27.72
LASER SAVER INC	MOP 04840 TONER PD	354178	8/10/21	504.29
NATIONAL AUTO FLEET GROUP	2020 FORD TRANSIT CARGO VAN T-350	354179	8/10/21	138,317.62
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / PARKS	354180	8/10/21	108.60
S D COUNTY SHERIFF'S DEPT	RANGE USE / PD	354181	8/10/21	600.00
SAN DIEGO POLICE EQUIPMENT	RIVERA VEST / PD	354182	8/10/21	1,781.34
SASI	REF#119103	354183	8/10/21	354.10
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	354184	8/10/21	61.85
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	354185	8/10/21	473.75
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	354186	8/10/21	269.90
TECHNOLOGY INTEGRATION GROUP	MONITORS / PD	354187	8/10/21	5,309.70
TRI TECH FORENSICS INC	INV 468810. LAB SUPPLIES / PD	354188	8/10/21	7,624.16
T'S & SIGNS	LITTLE PATRIOTS CAMP APPAREL	354189	8/10/21	1,035.06
US BANK	PARS DEFINED BENEFIT CONV PLAN FOR MINH	354190	8/10/21	47,495.09
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - AUGUST	354191	8/10/21	1,002.40
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES-PW	354192	8/10/21	332.30
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	354193	8/10/21	1,909.68
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	354194	8/10/21	532.81
ANDERSON	REIM DIVERSIONARY DEVICE TRAINING / PD	354195	8/10/21	84.16
ANSER ADVISORY MANAGEMENT, LLC	GRANT SERVICES - ENG/PW	354196	8/10/21	7,493.63
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	354197	8/10/21	2,128.97
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	354198	8/10/21	782.22
BOB MURRAY & ASSOCIATES	BACKGROUND SEARCH/HIRERIGHT SIMONS RYAN	354199	8/10/21	369.46
CENTRICITY GIS, LLC	CITYWORKS PLL/AMS IMPLEMENTATION	354200	8/10/21	52,500.00
CHARLES PALUMBO	TRAINING REIM FIREARMS INSTRUCTOR COURSE	354201	8/10/21	424.85
CHARLES PALUMBO	TRAINING REIM SOCIAL MEDIA & OPEN SOURCE	354202	8/10/21	325.30
CHEN RYAN ASSOCIATES INC	SWEETWATER ROAD - ENG/PW	354203	8/10/21	6,397.07
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	354204	8/10/21	508.68
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	354205	8/10/21	537.77
CRUZ	TRAINING REIM STANDARDIZED FIELD / PD	354206	8/10/21	87.48
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	354207	8/10/21	8,045.47
DAY WIRELESS SYSTEMS	MAINTENANCE AND SERVICE TO BASE / FIRE	354208	8/10/21	549.00
DELL MARKETING L P	DELL OPTIPLEX 3080 MICRO	354209	8/10/21	14,611.26
D-MAX ENGINEERING INC	CIP 21-14 NC STORM WATER SERVICES	354210	8/10/21	12,499.95
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	354211	8/10/21	16,016.05
GEOSYNTEC CONSULTANTS INC	COMPLIANCE WORK - ENG/PW	354212	8/10/21	471.95
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	354213	8/10/21	1,299.10
HAPPY SOFTWARE INC	HOUSING SOFTWARE AND ASSISTANT CONNECT	354214	8/10/21	29,966.06
HDR ENGINEERING, INC.	PROFESSIONAL SERVICES - ENG/PW	354215	8/10/21	1,206.50
HERNANDEZ	TRAINING REIM PRINCIPLED POLICING / PD	354216	8/10/21	188.95
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	354217	8/10/21	1,506.21
IBM	IBM MQ PVU D55V2LL	354218	8/10/21	6,523.02
INNOVATIVE CONSTRUCTION	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	354219	8/10/21	40,987.00
IPS GROUP INC	PARKING MANAGEMENT - ENG/PW	354220	8/10/21	2,756.52



**WARRANT REGISTER # 6  
8/10/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JANI-KING OF CALIFORNIA INC	MONTHLY CONTRACT FOR JULY	354221	8/10/21	3,650.77
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	354222	8/10/21	1,625.00
KIMLEY HORN	ROOSEVELT PSE SMART GROWTH - ENG/PW	354223	8/10/21	5,810.00
KREISBERG LAW FIRM	JULY INVOICE / LEGAL SVCS	354224	8/10/21	4,000.00
L N CURTIS & SONS	335013 CMC, 13 MM CLUTCH / FIRE	354225	8/10/21	2,560.84
LASER SAVER INC	MOP 45725 OFFICE SUPPLIES - PW	354226	8/10/21	1,200.01
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS / PW	354227	8/10/21	1,091.57
MARCELO, MARK	CITATION REFUNDS - JULY 2021	354228	8/10/21	60.00
MARQUEZ, MARIO	CITATION REFUNDS - JULY 2021	354229	8/10/21	35.00
MC CLURE JR	TRAINING REIM SOCIAL MEDIA & OPEN SOURCE	354230	8/10/21	310.30
MEGA OUTDOOR ENTERTAINMENT	NAT CITY MOVIE NIGHT SCREEN RENTAL	354231	8/10/21	2,600.00
MTS	MTS FLAGGING SVC / NSD	354232	8/10/21	168.12
NATIONAL CITY MOTORCYCLES	EMERGENCY VEHICLE REPAIR	354233	8/10/21	3,542.83
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	354234	8/10/21	65.09
NETFILE, INC.	NETFILE CAMPAIGN DISCLOSURE AND FORM	354235	8/10/21	6,300.00
NV5 INC	2021 SEWER USER SURVEY AND TAX ROLL - ENG	354236	8/10/21	16,712.50
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES	354237	8/10/21	52.20
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	354238	8/10/21	128.46
PADRE JANITORIAL SUPPLIES	CONSUMABLES / NUTRITION	354239	8/10/21	679.25
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	354240	8/10/21	318.70
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	354241	8/10/21	3,573.91
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	354242	8/10/21	3,418.74
PROJECT PROFESSIONALS CORP	CIP 19-08 FIBER OPTIC TS INTERCONNECT HS	354243	8/10/21	23,926.99
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	354244	8/10/21	1,204.09
RANDALL LAMB ASSOCIATES INC	CIP 20-07 CAMACHO REC CENTER HVAC REPLAC	354245	8/10/21	453.75
SAKAMOTO	TRAINING REIM PRINCIPLED POLICING / PD	354246	8/10/21	266.88
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FOR ROT	354247	8/10/21	115.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	354248	8/10/21	1,258.06
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 GENERAL SUPPLIES - PW	354249	8/10/21	47.85
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / PD	354250	8/10/21	568.55
STC TRAFFIC	TS COMM UPGRADE CONST SUPP- ENG/PW	354251	8/10/21	34,423.98
SULLIVAN	TRAINING REIM PRINCIPLED POLICING-PD	354252	8/10/21	185.34
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2022	354253	8/10/21	442.64
SWANK MOTION PICTURES INC	NAT CITY SEPTEMBER MOVIE LICENSING	354254	8/10/21	435.00
SWEETWATER AUTHORITY	WATER UTILITIES FOR FACILITIES FY 2021	354255	8/10/21	20,485.10
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	354256	8/10/21	1,726.46
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	354257	8/10/21	3,803.26
TESSITORE, JOHN	BOND DEPOSIT REFUND FOR 1940 MCKINLEY AVE	354258	8/10/21	5,000.00
TRANS-LANG	TRANSLATION - INTERPRETER SERVICES - CC	354259	8/10/21	1,219.75
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	354260	8/10/21	281,987.61
U S BANK	CREDIT CARD EXPENSES / CMO	354261	8/10/21	5,522.14
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	354262	8/10/21	427.78
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	354263	8/10/21	1,693.37
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	354264	8/10/21	453.59
VAZQUEZ	CITATION REFUNDS - JULY 2021	354265	8/10/21	50.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	354266	8/10/21	6,884.81
WETMORES	MOP 80333 AUTO SUPPLIES - PW	354267	8/10/21	390.48
WHILLOCK CONTRACTING	CIP 18-07 PARADISE CREEK PARK SITE REMED	354268	8/10/21	141,891.95





**WARRANT REGISTER # 6  
8/10/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	354269	8/10/21	42.98
			<b>A/P Total</b>	<b>1,020,807.68</b>
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
15	7/13/2021	7/26/2021	8/4/2021	1,245,169.61
			<b>GRAND TOTAL</b>	<b><u>\$ 2,265,977.29</u></b>

The following page(s) contain the backup material for Agenda Item: [Warrant Register #7 for the period of 8/11/21 through 8/17/21 in the amount of \\$976,085.85. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #7 for the period of 8/11/21 through 8/17/21 in the amount of \$976,085.85. (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 8/11/21 - 8/17/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Chen Ryan Associates Inc	354283	54,669.46	CIP19-20 Sweetwater Road
Eagle Paving Company	354294	85,435.26	CIP19-12 Sweetwater Rd Enhance
Health Net Inc	354303	185,179.73	Grp#R1192A – July 2021 HN Ins
SDG&E	354326	80,113.39	Gas & Electric Utilities for Facilities
Paradise Creek II Housing	30699	200,000.00	Cost for Site Remediation Incurred

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$976,085.85.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$976,085.85.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 7



**WARRANT REGISTER # 7  
8/17/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SERVICE AND REPAIRS	354270	8/17/21	5,081.20
AK & COMPANY	PROFESSIONAL CONSULTING SVCS - FINANCE	354271	8/17/21	3,500.00
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	354272	8/17/21	1,368.96
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	354273	8/17/21	459.95
AMAZON	3 COLERS & 50 PCS REUSABLE ICE PACK SHEE	354274	8/17/21	256.49
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	354275	8/17/21	10,821.41
ATLAS TECHNICAL CONSULTANTS	ROOSEVELT SMART GROWTH - ENG/PW	354276	8/17/21	3,425.75
AZTEC APPLIANCE INC	CITYWIDE APPLIANCE PURCHASES FOR FY 2022	354277	8/17/21	2,584.92
BAKER ELECTRIC INC	CIP 19-15 CITYWIDE SAFETY LIGHTING ENHAN	354278	8/17/21	5,708.91
C A P F	AUGUST 2021 - FIRE LTD	354279	8/17/21	1,121.00
CALIFORNIA LAW ENFORCEMENT	AUGUST 2021 - PD LTD	354280	8/17/21	2,082.50
CANON SOLUTIONS AMERICA INC.	PLOTWAVE PW345 SUPPLY TONER - ENG/PW	354282	8/17/21	2,272.46
CHEN RYAN ASSOCIATES INC	CIP 19-20 SWEETWATER ROAD - ENG/PW	354283	8/17/21	54,669.46
CITY ATTORNEYS ASSOCIATION	CAASD MEMBERSHIP/CAO	354284	8/17/21	600.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - JUNE 2021	354285	8/17/21	512.16
CONCENTRA MEDICAL CENTERS	HEP B VACCINE	354286	8/17/21	94.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	354287	8/17/21	2,163.34
CYBRARYN SOLUTIONS	CYBRARYAN ANNUAL SUPPORT 8/1/21 -	354288	8/17/21	1,219.75
DCS TESTING & EQUIPMENT INC	ANNUAL HOSE & LADDER TESTING FY 21/FIRE	354289	8/17/21	3,939.95
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	354290	8/17/21	2,939.63
DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION FEE CITY FACILITIES	354291	8/17/21	675.00
D-MAX ENGINEERING INC	CIP 21-14 NC STORM WAER SERVICES FY 20-2	354292	8/17/21	23,783.63
D-MAX ENGINEERING INC	2142 G AVE - T&A 90526	354293	8/17/21	1,430.90
EAGLE PAVING COMPANY INC	CIP 19-12 SWEETWATER ROAD ENHANCEMENTS -	354294	8/17/21	85,435.26
ENTENMANN ROVIN CO	ITEM 243-11017-5~NC DOME BADGE/FIRE	354295	8/17/21	368.49
FBI NATIONAL ACADEMY	TRAINING TUITION FBI A HERNANDEZ	354296	8/17/21	495.00
GARCIA	EDICATIONAL REIMBURSEMENT	354297	8/17/21	1,665.00
GEOSYNTEC CONSULTANTS INC	HAZARDOUS MATERIALS MANAGEMENT	354298	8/17/21	3,448.90
GONZALES	TRAINING ADV SUB POST FTO	354299	8/17/21	753.48
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	354300	8/17/21	338.96
HDR ENGINEERING, INC.	PROFESSIONAL SERVICES - SEWER UPSIZING	354301	8/17/21	1,225.00
HEALTH NET	GRP #R1192R - AUGUST 2021 HEALTH NET - D	354302	8/17/21	8,174.48
HEALTH NET INC	GRP #R1192A - JULY 2021 HEALTH NET INSURANCE	354303	8/17/21	185,179.43
HEALTH NET INC	GRP #57135A - AUGUST 2021	354304	8/17/21	1,252.13
HIRSH	TRAINING POST ADV SUB FTO	354305	8/17/21	753.48
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS	354306	8/17/21	831.90
KNOX SERVICES	KNOX ATTORNEY SERVICES/ CAO	354307	8/17/21	112.50
KTUA	CIP 19-44 8TH ST AND ROOSEVELT AVE CALTR	354308	8/17/21	14,149.20
LIEBERT CASSIDY WHITMORE	CLIENT/MATTER #NA040-00001	354309	8/17/21	4,610.50
LOPEZ	TRAINING REIM ACTIVE SHOOTER RESPONSE / PD	354310	8/17/21	343.32
MASON'S SAW &	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	354311	8/17/21	892.90
MC CLURE JR	TRAINING ADV SUB FTO	354312	8/17/21	753.48
MUNICIPAL MAINTENANCE EQUIP	FILTER & GEAR OIL FOR STR SWEEPER	354313	8/17/21	625.69
NV5 INC	2021 SEWER USER SURVEY AND TAX ROLL - ENG	354314	8/17/21	27,227.77
OFFICE SOLUTIONS BUSINESS	MOP 83778. OFFICE SUPPLIES/ FINANCE	354315	8/17/21	105.67
ORANGE COUNTY SHERIFF'S T D	TRAINING TUITION FTO / PD	354316	8/17/21	520.00
PECK	TRAINING ADV SUB FTO	354317	8/17/21	753.48
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	354318	8/17/21	2,674.29



**WARRANT REGISTER # 7  
8/17/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS - CATHERINE BAUTISTA	354319	8/17/21	6,160.66
PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SERVICE / NUTRITION	354320	8/17/21	137.09
QUESTYS SOLUTIONS	QUESTYS ANNUAL RENEWAL 7/21 -6/22	354321	8/17/21	20,453.00
RANDALL LAMB ASSOCIATES INC	CIVIC CENTER SERVER ROOM - ENG/PW	354322	8/17/21	17,545.00
RELIANCE STANDARD	JUNE 2021 - GRP VAI826233, VCI801146	354323	8/17/21	4,387.96
RYAN	REIMB / DOJ BACKGROUND CHECK	354324	8/17/21	57.00
SAN DIEGO UNION TRIBUNE	NOTICE INVITING BIDS - CAMACHO REC CTR	354325	8/17/21	664.80
SDG&E	GAS AND ELECTRIC UTILITIES FOR FACILITIES	354326	8/17/21	80,113.39
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	354327	8/17/21	561.95
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	354328	8/17/21	694.37
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	354329	8/17/21	291.36
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	354330	8/17/21	468.75
STORMWIND LLC	STORMWIND IT TRAINING ULTIMATE ACCESS	354331	8/17/21	5,960.00
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET	354332	8/17/21	749.94
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	354333	8/17/21	10,559.82
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION CENTER	354334	8/17/21	1,615.53
THE LINCOLN NATIONAL LIFE INS	GRP#415491 - AUGUST 2021 LIFE, AD&D, STD	354335	8/17/21	9,836.96
THE PUN GROUP LLP	CITY AUDIT YR END JUNE 30 2021	354336	8/17/21	20,000.00
THE REGENTS OF THE UNIVERSITY	CID#N62254911 DIGITIZATION SERVICES	354337	8/17/21	29,468.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINTING SUPPLIES - PW	354338	8/17/21	1,472.86
TURF STAR INC	MOWER DECK PARTS	354339	8/17/21	358.19
U S BANK	TRAINING CREDIT CARD	354340	8/17/21	7,248.46
VALDIVIA-OCHOA	OFFICE SUPPLIES	354341	8/17/21	58.47
VALLEY INDUSTRIAL SPECIALTIES	BODY GLOVE FULL FLOW WATER FILTER	354342	8/17/21	648.69
VISION SERVICE PLAN	JULY 2021 - VISION SERVICE PLAN (CA) STM	354343	8/17/21	1,350.43
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES,	354344	8/17/21	3,960.05
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE AS NEEDED	354345	8/17/21	24,647.00
WEST COAST ARBORISTS INC	21-24 CALFIRE GRANT PLANTING - ENG/PW	354346	8/17/21	10,500.00
WETMORES	BRAKE PARTS FOR SEWER FLUSHER	354347	8/17/21	1,045.22
WSP USA INC	NAT CITY BIKE MASTER PLAN	354348	8/17/21	1,920.09
			<b>A/P Total</b>	<b>736,336.72</b>
<b>WIRED PAYMENTS</b>				
PARADISE CREEK II HOUSING PART	COST FOR SITE REMEDIATION INCURRED	30699	8/17/21	200,000.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY 22	40375	8/11/21	38,691.13
<b>SECTION 8 HAPS</b>	<b>Start Date</b>	<b>End Date</b>		<b>1,058.00</b>
	8/11/2021	8/17/2021		
		<b>GRAND TOTAL</b>		<b>\$ 976,085.85</b>

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) acknowledging the Preliminary Update of Climate Action Plan and; 2\) directing staff to return to City Council with a CCA ordinance and Joint Powers Agency agreement with San Diego Community Power. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO. 22**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) acknowledging the Preliminary Update of Climate Action Plan and; 2) directing staff to return to City Council with a CCA ordinance and Joint Powers Agency agreement with San Diego Community Power.

**PREPARED BY:** Roberto Yano, Director of Public Works /  
City Engineer

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4383

**APPROVED BY:** \_\_\_\_\_  


**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

|N/A|

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the Resolution 1) Accepting the Community Choice Aggregation (CCA) comparison and recommendation memo, and; 2) directing staff to return to Council with a CCA ordinance and Joint Powers Agency agreement with San Diego

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Resolution

**Explanation:**

In 2019, staff presented a preliminary report on the feasibility of possible Community Choice Aggregation (CCA) models and associated pros and cons with each one. Council gave staff direction to continue to monitor the development of the County’s CCA and return with an update.

A preliminary update to the City’s Climate Action Plan (CAP), as a part of tonight’s presentation, will outline the strategies included to achieve the specific state required environmental targets. Central to the updated CAP recommendations is the joining a CCA. The preliminary schedule to complete the CAP is in the fall of 2022. An additional update will be presented to council before the end of the calendar year.

Under a CCA, residents and businesses then have the opportunity to choose who will purchase electricity on their behalf - either the CCA or the incumbent utility. Under a CCA, residents and businesses can also select the renewable content of their electricity. The pooling of purchasing power to buy or generate electricity gives customers the choice of where to purchase their power. Choice, competition, and local control are the bedrock of CCA. The incumbent utility remains a key partner in a CCA program as it continues to manage transmission, distribution, and billing services for CCA customers. Today, there are twenty-three CCAs operating throughout the State, serving more than eleven million customers, including two CCAs in San Diego County – Clean Energy Alliance (CEA) and San Diego Community Power (SDCP).

The SDCP is a Joint Power Agency (JPA) that was formed in September of 2019 and begun serving its first customers in March of this year. Once fully launched, SDCP will be serving approximately 770,000 customer accounts making it the one of the largest community choice program in California. SDCP' current participating agencies are City of San Diego, Chula Vista, La Mesa, Encinitas, and Imperial Beach. The County of San Diego recently also decided to join SDCP after many years of research and information gathering on their part, bringing the total accounts to be served by SDCP to approximately 950,000.

CEA consists of the cities of Carlsbad, Del Mar, and Solana Beach. CE serves about 60,000 customer accounts.

Staff has reviewed the SDCP and CEA JPA agreements to evaluate issues of concern including, but not limited to, governance structure, goals, priorities, local building efforts, and legislative and regulatory advocacy of member agencies.

The attached memo dated September 9, 2021 (Attachment 1) compares the two CCAs in the County. The table below is a summary of the comparison.

<b>Topic</b>	<b>CEA</b>	<b>SDCP</b>	<b>Comments</b>	<b>Conclusion</b>
<i>Costs to Join</i>	\$50,000 to cover costs for load data analysis.	\$30,000 to cover costs for load data analysis, to be fronted by SDCP	\$50,000 cost if City joins CEA; no cost if City joins SDCP	SDCP better
<i>Current Opt-Out Rate</i>	7%	2.34%	SDCP hasn't launched residential customers yet	SDCP currently better
<i>Economies of scale</i>	It is currently at the lower end of size for obtaining competitive pricing	SDCP will eventually be one of the largest CCAs in the State which potentially provides	SDCP is now one of the largest CCAs	SDCP currently better



		advantages in energy procurement		
<i>City staff requirements</i>	No staff support needed	No staff support needed	Same for both	Substantially Equal
<i>Customer rates</i>	2.2% savings vs SDG&E	1% savings vs SDG&E but includes 5% GHG Free	Savings roughly the same for both	Substantially Equal
<i>Same rates for new members?</i>	Yes, but PCIA will be different	Yes, but PCIA will be different	PCIA set in vintage year (when customers join)	Substantially Equal
<i>If joined, when would City customers start service</i>	Spring 2023	Spring 2023	Spring best time to launch new customers	Substantially Equal
<i>CCA reserve status in 2023</i>	Approximately \$8M, additional needs would be financed	Approximately \$70M, additional needs would be financed	Reserves commensurate with load size.	SDCP better
<i>Lobbying ability</i>	CALCCA member and has lobbying firm(s) under contract	CALCCA member, one fulltime Legislative and Reg. Affairs staff, and has lobbying firm(s) under contract	Larger CCAs possibly have more resources, including staff, to support lobbying efforts	SDCP better
<i>JPA Voting</i>	1 member = 1 vote	1 member = 1 vote unless special voting clause enacted	SDCP weighted vote allows override of normal vote if 3 members call for it with 2/3 vote required based on load profile; San Diego capped at 49%	Substantially Equal
<i>Future Programs</i>	Programs developed to align with members load profile	Programs approved by Board	With SDCP Programs are not based on load	SDCP better

In addition, staff found that both CCAs have similar provisions in the following areas of interest:

Areas of Interest	CEA	SDCP
Social equity	Inclusive and Sustainable Workforce Policy which applies to staff, supply chain, procurement and business practices. CEA's Bid Criteria Policy establishes environmental stewardship and social equity as criteria to be evaluated during the	"Pursue purposeful and focused investment in communities of concern, prioritization of local renewable power, workforce development, and policies and programs centered on economic, environmental, and social equity."

	bid process.	Additionally, SDCP has an Inclusive and Sustainable Workforce Policy that supports outreach to communities of concern for supply chain goods and services and requires workforce reporting for project developers working for SDCP
Environmental stewardship	Three energy options, one of which is for 100% renewable power. CEA members stated goal in their JPA is to reach 100% renewable by 2035	Two energy options, one of which is for 100% renewable power. SDCP members stated goal in their JPA is to reach 100% renewable by 2035
Cost Competitiveness	Currently, they have confirmed that their lowest renewables content rate, which includes 50% renewable, is at 2.2% below SDG&E.	Currently, they have confirmed that their lowest renewables content rate, which includes 50% renewable and 5% GHG free, is at 1% below SDG&E.
Prevailing Wage	CEAs Inclusive and Sustainable Workforce policy encourages payment of prevailing wages and a skilled and trained workforce for Owned Generation and FIT Projects and encourages prevailing wage.	The SDCP JPA states members seek to demonstrate economic benefits to the region with prevailing wage jobs, local workforce development, and support a stable, skilled and trained workforce through a variety of means including the use of neutrality agreements. Their Inclusive and Sustainable Workforce Policy requires contractors and subcontractors to pay prevailing wages on any SDCP Feed-in Tariff project.
Communities of Concern	The policy directs broad outreach efforts in diverse and disadvantaged communities, with an emphasis on seeking local contractors and businesses. While their policies note they are union neutral, their Bid Evaluation Criteria Policy provides preference to local renewable energy projects, creating new local jobs, and utilizing approved CA apprenticeship programs with fair compensation and proper assignment of work to crafts that traditionally perform the work	The policy is to “Promote suppliers and workforce diversity, including returning veterans and those from disadvantaged and under-represented communities of concern, to reflect the diversity of the region.” SDCP’s Inclusive and Sustainable Workforce policy supports the use of “State of California approved apprenticeship programs” and notes SDCP will encourage construction contractors working on FIT projects to utilize local businesses, local apprenticeship programs, fair compensation practices including the proper assignment of work to crafts that traditionally perform the work, and the use of a skilled and trained workforce.

**General Fund Liability**

CEA and SDCP both utilize a JPA governance structure that creates a governmental entity separate and distinct from its member agencies, allowing members to be shielded from JPA debts and liabilities. The Joint Powers Agreements for both CEA and SDCP further provide that: (1) debts, liabilities, and obligations of the Authority (SDCP) shall not be the debts, liabilities, and obligations of any of the Parties (members) unless a party agrees in writing to assume any of the debts, liabilities, and obligations of the Authority with the approval of its Governing Body; (2) members are not required to make any financial contributions or payments to the JPA, except as may be required in connection with addition of a new member or withdrawal of a member under the JPA; (3) the JPA must acquire insurance coverage as necessary to protect the interests of the members and indemnify the members from liabilities arising from the JPA's activities. Consistent with industry standards, both Joint Powers Agreements include provisions with respect to withdrawal or involuntary termination of members that make the withdrawing or terminated member responsible for liability and costs in connection with that member's participation and that member's withdrawal or termination.

### **Financial Analysis**

SDCP and CEA are start-up CCAs with a short tenure of commercial operations. As such, neither CCA has a long history of operational statistics or accumulated targeted cash reserves that the more mature CCAs enjoy. However, both CCAs have lines of credit in place to handle immediate cash flow requirements. SDCP has a \$35M line of credit (LOC) from River City Bank, and CEA has a \$6M LOC from JP Morgan (with authority to increase up to \$10M). SDCP also has a \$5M agreement from a private third party to provide collateral support to the River City Bank LOC.

### **Conclusion**

Staff believes both CCAs are viable options but recommends SDCP because it is a quickly maturing CCA, with 12 permanent staff already in place as opposed to CEA using consultants. The larger number of accounts that SDCP serves would spread fixed cost over a larger number therefore lowering costs to users. Additionally, SDCP is already securing new long-term local renewables and storage, and will have significant cash reserves in place when the City is projected to launch.

If the Council would like to join SDCP, per Utilities Code Section 366.2(c)(12), Council will need to adopt an ordinance electing to do so within its jurisdiction. This ordinance would automatically transfer all SDGE accounts in the City to the CCA but would allow any account to opt out with minimal effort.

Staff is requesting direction to return to Council with a CCA ordinance and Joint Powers Agency agreement with SDCP at the earliest possible council meeting.



The City of National City  
**MEMORANDUM**

DATE: September 9, 2021

TO: Brad Raulston, City Manager

FROM: Roberto Yano, Director of Public Works/City Engineer

SUBJECT: Recommendation to join San Diego Community Power (SDCP)  
Community Choice Aggregation (CCA)

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In 2019, staff presented a preliminary report on the feasibility of possible CCA models and associated pros and cons with each one. Council gave staff direction to continue to monitor the development of the County's CCA and return with an update. The City's Climate Action Plan (CAP) is being updated now and should be presented to council before the end of the calendar year. The CAP plan will outline the strategies to achieve the specific environmental targets required by the state. Central to the updated CAP recommendations is the joining a CCA. Under a CCA, residents and businesses then have the opportunity to choose who will purchase electricity on their behalf - either the CCA or the incumbent utility. Under a CCA, residents and businesses can also select the renewable content of their electricity. The pooling of purchasing power to buy or generate electricity gives customers the choice of where to purchase their power. Choice, competition and local control are the bedrock of CCA. The incumbent utility remains a key partner in a CCA program as it continues to manage transmission and billing services for CCA customers. Today, there are twenty-four CCAs operating throughout the State, serving more than eleven million customers, including two CCAs in San Diego County – Clean Energy Alliance (CEA) and San Diego Community Power (SDCP).

Authorization to join a CCA could benefit city residents with competitive utility rates and cost savings compared to the incumbent utility, San Diego Gas & Electric (SDGE), as well as provide local control and more renewable power.

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Since presenting staff has engaged in discussions with both CCAs and worked to evaluate the City's options for joining the one of them. The results of these efforts are summarized below:

## **MAKE-UP AND OPERATION**

### Clean Energy Alliance

- CEA consists of the cities of Carlsbad, Del Mar, and Solana Beach and includes about 60,000 customer accounts. CEA is governed via a Joint Powers Agreement (JPA) between the member agencies and is currently at full service as of June 2021. Staffing consists of an interim CEO, three other interim staff, and a series of consultants managing operations. CEA currently offers three energy options to its customers, one at 50% renewable, a 50% renewable and 75% carbon free option, and a 100% renewable option. Opt-out rates are at 7% at this time but not expected to fluctuate much further as the CCE is fully launched. CEA plans to consider a fulltime staffing plan in the fall of 2021.

### San Diego Community Power

- SDCP consists of the cities of San Diego, Chula Vista, Encinitas, La Mesa, and Imperial Beach. SDCP is also governed via a JPA and currently operates with an Interim CEO and 12 full time staff, along with a series of consultants. It is currently serving all municipal, commercial, and industrial accounts, making up about 54% of their total load profile. The remaining accounts which are all residential are expected to be brought on board by May of 2022. Once in full operation, SDCP expects to have 26 full-time staff, serve up to 770,000 accounts and be the 2nd largest CCA in the State. Current opt-out rates are at 2.34%. SDCP offers two energy options to its customers, one at 50% renewable and 5% GHG free and one at 100% renewable. Recently the County of San Diego, with more than 188,000 accounts, voted to join SDCP.

## **ANALYSIS**

### 1) Social equity and environmental stewardship

CEA's JPA document commits the CCA to addressing Climate Change by reducing GHG Emissions. It also sets a minimum of 50% renewable energy, increasing to 100% by 2035. Regarding social equity, CEA has an Inclusive and Sustainable Workforce Policy which applies to staff, supply chain, procurement, and business practices. Lastly, CEA's Bid Criteria Policy establishes

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environmental stewardship and social equity as criteria to be evaluated during the bioprocess.

SDCP's JPA states an intent to "Develop an aggregate electric supply portfolio with overall lower greenhouse gas (GHG) emissions than the Investor Owned Utility (IOU), and one that supports near-term achievement of the Parties' greenhouse gas reduction goals and renewable electricity goals," and to "Pursue purposeful and focused investment in communities of concern, prioritization of local renewable power, workforce development, and policies and programs centered on economic, environmental, and social equity." Additionally, SDCP has an Inclusive and Sustainable Workforce Policy that supports outreach to communities of concern for supply chain goods and services and requires workforce reporting for project developers working for SDCP.

2) Provide cost competitiveness compared to the incumbent utility

CEA's JPA establishes that they will seek electric generation rates which are competitive with SDG&E, with a target to be 2% below SDG&E's base generation rate. Currently, they have confirmed that their lowest renewables content rate, which includes 50% renewable, is at 2.2% below SDG&E.

SDCP's JPA establishes that they will seek electric generation rates which are lower or competitive with SDG&E. Currently, they have confirmed that their lowest renewables content rate, which includes 50% renewable and 5% GHG free, is at 1% below SDG&E.

3) Achievement of renewable electricity

Currently, CEA offers customers three energy options, one of which provides 100% renewable power. CEA members stated goal in their JPA is to reach 100% renewable by 2035; however, City accounts can be switched to the 100% option in 2030, or at any time.

Currently, SDCP offers customers two energy options, one of which is for 100% renewable power. SDCP members stated goal in their JPA is to reach 100% renewable by 2035; however, City accounts can be switched to the 100% option in 2030, or at any time.

4) Prevailing Wage

CEAs Inclusive and Sustainable Workforce policy encourages payment of prevailing wages and a skilled and trained workforce for Owned Generation and FIT Projects and encourages prevailing wage.

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The SDCP JPA states members seek to demonstrate economic benefits to the region with prevailing wage jobs, local workforce development, and support a stable, skilled and trained workforce through a variety of means including the use of neutrality agreements. Their Inclusive and Sustainable Workforce Policy requires contractors and subcontractors to pay prevailing wages on any SDCP Feed-in Tariff project and “encourages the submission of information from respondents” to PPA RFQ/RFP’s regarding “planned efforts to” pay prevailing wages. It also notes that the same “encourage” language used with respect to PPA’s may be adopted with respect to Owned Generation and Energy Efficiency projects.

- 5) Encourage the development of an equitable jobs pipeline for individuals from communities of concern

CEA’s Inclusive and Sustainable Workforce Policy “...supports local jobs, sustainable and inclusive workforce opportunities, local economic sustainability, and diversity through contracting for power sources, procuring goods and services, and implementing hiring initiatives where appropriate, without limiting fair and open competition...” This policy directs broad outreach efforts in diverse and disadvantaged communities, with an emphasis on seeking local contractors and businesses. While their policies note they are union neutral, their Bid Evaluation Criteria Policy provides preference to local renewable energy projects, creating new local jobs, and utilizing approved CA apprenticeship programs with fair compensation and proper assignment of work to crafts that traditionally perform the work.

SDCP’s JPA states, “To the extent authorized by law, support a stable, skilled, and trained workforce through a variety of mechanisms, including neutrality agreements, that are designed to ensure quality workmanship at fair and competitive rates...” Also, “Promote suppliers and workforce diversity, including returning veterans and those from disadvantaged and under-represented communities of concern, to reflect the diversity of the region.” SDCP’s Inclusive and Sustainable Workforce policy supports the use of “State of California approved apprenticeship programs” and notes SDCP will encourage construction contractors working on FIT projects to utilize local businesses, local apprenticeship programs, fair compensation practices including the proper assignment of work to crafts that traditionally perform the work, and the use of a skilled and trained workforce.

- 6) General Fund Liability

CEA and SDCP both utilize a JPA governance structure that creates a governmental entity separate and distinct from its member agencies, allowing members to be shielded from JPA debts and liabilities. The Joint Powers

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Agreements for both CEA and SDCP further provide that: (1) debts, liabilities, and obligations of the Authority (SDCP) shall not be the debts, liabilities, and obligations of any of the Parties (members) unless a party agrees in writing to assume any of the debts, liabilities, and obligations of the Authority with the approval of its Governing Body; (2) members are not required to make any financial contributions or payments to the JPA, except as may be required in connection with addition of a new member or withdrawal of a member under the JPA; (3) the JPA must acquire insurance coverage as necessary to protect the interests of the members and indemnify the members from liabilities arising from the JPA's activities. Consistent with industry standards, both Joint Powers Agreements include provisions with respect to withdrawal or involuntary termination of members that make the withdrawing or terminated member responsible for liability and costs in connection with that member's participation and that member's withdrawal or termination.

7) Financial Analysis

SDCP and CEA are start-up CCAs with a short tenure of commercial operations. As such, neither CCA has a long history of operational statistics or accumulated targeted cash reserves that the more mature CCAs enjoy. However, both CCAs have lines of credit in place to handle immediate cash flow requirements. SDCP has a \$35M line of credit (LOC) from River City Bank, and CEA has a \$6M LOC from JP Morgan (with authority to increase up to \$10M). SDCP also has a \$5M agreement from a private third party to provide collateral support to the River City Bank LOC.

8) Other Issues

Topic	CEA	SDCP	Comments	Conclusion
<i>Costs to Join</i>	\$50,000 to cover costs for load data analysis. Repaid within 3	\$30,000 to cover costs for load data analysis, only if City doesn't join	\$80,000 cost if City joins CEA; no cost if City joins SDCP	SDCP better
<i>Current Opt-Out Rate</i>	7%	2.34%	SDCP hasn't launched residential	SDCP currently
<i>Economies of scale</i>	It is currently at the lower end of size for obtaining competitive pricing	SDCP will eventually be one of the largest CCAs in the State which potentially provides advantages in	SDCP is now the second largest CCA	SDCP currently better
<i>City staff requirements</i>	No staff support needed	No staff support needed	Same for both	Substantially Equal

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<i>Customer rates</i>	2.2% savings vs SDG&E	1% savings vs SDG&E but includes 5% GHG	Savings roughly the same for both.	Substantially Equal
<i>Same rates for new members?</i>	Yes, but PCIA will be different	Yes, but PCIA will be different	PCIA set in vintage year (when	Substantially Equal
<i>If joined, when would City customers start service</i>	Spring 2023	Spring 2023	Spring best time to launch new customers	Substantially Equal
<i>CCA reserve status</i>	Approximately \$8M, additional needs would be financed	Approximately \$70M, additional needs would be financed	Reserves commensurate with load size.	SDCP better

<i>Lobbying ability</i>	CALCCA member and has lobbying firm(s) under contract	CALCCA member, one fulltime Legislative and Reg. Affairs staff, and has lobbying firm(s)	Larger CCAs possibly have more resources, including staff, to support lobbying efforts	SDCP better
<i>JPA Voting</i>	1 member = 1 vote	1 member = 1 vote unless special voting clause enacted	SDCP weighted vote allows override of normal vote with 2/3 based on load profile; San Diego capped at	Substantially Equal
<i>Future Programs</i>	Programs developed to align with members load profile	Programs approved by JPA	With SDCP Programs are not based on load	SDCP better

Both CEA and SDCP appear to comply with the City's interest and appear to be well organized and in good financial standing. However, SDCP is a quickly maturing CCA, with 12 permanent staff already in place as opposed to CEA using consultants. The larger number of accounts that SDCP serves would spread fixed cost over a larger number therefore lowering costs to users. Additionally, SDCP is already securing new long-term local renewables and storage, and will have significant cash reserves in place when the City is projected to launch.

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**Clean Energy Alliance Joint Powers Agreement**

Effective: November 4, 2019

## CLEAN ENERGY ALLIANCE JOINT POWERS AGREEMENT

This Joint Powers Agreement (the "Agreement"), effective as of Nov. 4, 2019, is made by the Founding Members of the Clean Energy Alliance and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the public agencies set forth in Exhibit B.

### RECITALS

1. The Parties are public agencies sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their customers.
2. SB 350, adopted in 2015, mandates a reduction in greenhouse gas emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050. In 2018, the State Legislature adopted SB 100, which directs the Renewable Portfolio Standard to be increased to 60% renewable by 2030 and establishes a policy for eligible renewable energy resources and zero-carbon resources to supply 100 percent of electricity retail sales to California end-use customers by 2045.
3. The purposes for the Founding Members (as such term is defined in Exhibit A) entering into this Agreement include procuring/developing electrical energy for customers in participating jurisdictions, addressing climate change by reducing energy-related greenhouse gas emissions, promoting electrical rate price stability and cost savings, and fostering consumer choice and local economic benefits such as job creation, local energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to state, regional, and local solar and wind energy production and energy storage.
4. The Parties to this Agreement desire to establish a separate public agency, known as the Clean Energy Alliance ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Founding Members have each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program on behalf of participating jurisdictions.
6. By establishing the Authority, the Parties seek to:
  - (a) Provide electricity service to residents and businesses located within the jurisdictional boundaries of the public agencies that are members of the Authority in a responsible, reliable, innovative, and efficient manner;

- (b) Provide electric generation rates to all ratepayers that are competitive with those offered by the Investor Owned Utility, San Diego Gas & Electric (SDG&E), for similar products with a target generation rate at least 2 percent below SDG&E's base product generation rate;
- (c) Offer a mix of energy products for standard commodity electric service that provide a cleaner power portfolio than that offered by SDG&E for similar service and other options, including a 90 percent and a 100 percent renewable content options in which communities and customers may "opt-up" and voluntarily participate, with the ultimate objective of achieving—and sustaining—the Climate Action Plan goals of the Parties, at competitive rates;
- (d) Develop an aggregate electric supply portfolio with overall lower greenhouse gas (GHG) emissions than SDG&E, and one that supports near-term achievement of the Parties' greenhouse gas reduction goals and renewable electricity goals;
- (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and pursues ambitious energy consumption reduction goals;
- (f) Pursue the procurement of local generation of renewable power developed by or within member jurisdictions with an emphasis on local jobs, where appropriate, without limiting fair and open competition for projects or programs implemented by the Authority;
- (g) Provide a range of energy product and program options, available to all Parties and customers, that best serve their needs, their local communities, and support regional sustainability efforts;
- (h) Support low-income households having access to special utility rates including California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) programs;
- (i) Use discretionary program revenues to support the Authority's long-term financial viability, enhance customer rate stability, and provide all Parties and their customers with access to innovative energy programs, projects and services throughout the jurisdiction of the Authority; and
- (j) Create an administering Authority that seeks to maximize economic benefits and is financially sustainable, well-managed and responsive to regional and local priorities.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

1. **DEFINITIONS AND EXHIBITS**

1.1 **Definitions.** Capitalized terms used in this Agreement shall have the meanings specified in **Exhibit A**, unless the context requires otherwise.

1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement:

Exhibit A: Definitions

Exhibit B: List of Founding Members

2. **FORMATION OF THE COMMUNITY CHOICE ENERGY AUTHORITY**

2.1 **Effective Date and Term.** This Agreement shall become effective and the Authority shall exist as a separate public agency on the date this Agreement is executed by at least three Founding Members after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until the Agreement is terminated in accordance with Section 8.4 (Mutual Termination), subject to the rights of the Parties to withdraw from the Authority under Section 8.1.

2.2 **Formation of the Authority.** Under the Act, the Parties hereby create a separate joint exercise of power agency named the Clean Energy Alliance. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Parties; however, the Authority may, as authorized under applicable law, undertake any action outside such geographic boundaries as is necessary to the accomplishment of its purpose.

2.3 **Purpose.** The purpose of this Agreement is to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes the Authority to provide opportunities by which the Parties can work cooperatively to create economies of scale and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources in the region for the benefit of all the Parties and their constituents, including, but not limited to, establishing and operating a CCA Program.

2.4 **Addition of Parties.** After the initial formation of the Authority and prior to October 1, 2020, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator under Public Utilities Code Section 331.1 and located within the service territory of SDG&E may become a member of the Authority if it has completed a positive CCE Feasibility Study, adopted a CCA ordinance pursuant to Public Utilities Code Section 366.2(c)(12), approved and executed this Agreement, and paid or agrees to pay its share of the Initial Costs pursuant to Section 7.3.2 of this Agreement. Notwithstanding the foregoing, such public agency may be denied membership in the Authority if the

Board determines within 60 days after the submittal of the CCE Feasibility Study that the addition of the public agency would create an undue risk or financial burden to the Authority or to the achievement of the CAP goals of the Parties.

On or after October 1, 2020, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator under Public Utilities Code Section 331.1 and located within the service territory of SDG&E may apply to and become a member of the Authority if all the following conditions are met:

- 2.4.1 Adoption of a resolution by a two-thirds vote of the entire Board authorizing membership in the Authority;
- 2.4.2 Adoption by the proposed member of a CCA ordinance as required by Public Utilities Code Section 366.2(c)(12) and approval and execution of this Agreement and other necessary program agreements by the proposed member;
- 2.4.3 Payment of a membership fee, if any, as may be required by the Board to cover Authority costs incurred in connection with adding the new party; and
- 2.4.4 Satisfaction of any other conditions established by the Board.

2.5 **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition, withdrawal and/or termination of Parties. The Parties agree to participate with such other Parties as may later be added by the Board, as described in Section 2.4 (Addition of Parties) of this Agreement. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

### 3. **POWERS**

- 3.1 **General Powers.** The Authority shall have the powers common to the Parties which are necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.4 (Limitation on Powers) of this Agreement.
- 3.2 **Specific Powers.** Specific powers of the Authority shall include, but not be limited to, each of the following powers, which may be exercised at the discretion of the Board:
  - 3.2.1 make and enter into contracts;
  - 3.2.2 employ agents and employees, including but not limited to a Chief Executive Officer;

- 3.2.3 acquire, own, contract, manage, maintain, and operate any buildings, public works, improvements or other assets including but not limited to public electric generation resources;
- 3.2.4 acquire property for the public purposes of the Authority by eminent domain, or otherwise, except as limited under Section 6508 of the Act and Sections 3.6 and 4.12.3 of this Agreement, and to hold or dispose of any property; provided, however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without its affirmative vote under Section 4.12.2;
- 3.2.5 lease any property;
- 3.2.6 sue and be sued in its own name;
- 3.2.7 incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers authorized by law pursuant to Government Code Section 53850 et seq. and authority under the Act;
- 3.2.8 issue revenue bonds and other forms of indebtedness;
- 3.2.9 apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;
- 3.2.10 form independent corporations or entities, if necessary, to carry out energy supply and energy conservation programs;
- 3.2.11 submit documentation and notices, register, and comply with applicable orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 3.2.12 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority;
- 3.2.13 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services;
- 3.2.14 receive revenues from sale of electricity and other energy-related programs; and
- 3.2.15 Partner or otherwise work cooperatively with other CCA's on the acquisition of electric resources, joint programs, advocacy and other efforts in the interests of the Authority.

- 3.3 **Additional Powers to be Exercised.** In addition to those powers common to each of the Parties, the Authority shall have those powers that may be conferred upon it by law and by subsequently enacted legislation.
- 3.4 **Limitation on Powers.** As required by Section 6509 of the Act, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the City of Solana Beach and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.
- 3.5 **Obligations of the Authority.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any of the Parties unless a Party agrees in writing to assume any of the debts, liabilities, and obligations of the Authority with the approval of its Governing Body, in its sole discretion. A Party that has not agreed in writing, as duly authorized by its Governing Body, to assume an Authority debt, liability, or obligation shall not be responsible in any way for such debt, liability, or obligation, regardless of any action by the Board. Further, the debts, liabilities and obligations of the City of Solana Beach related to or arising from its existing CCA program, commonly known as the Solana Energy Alliance, shall not be the debts, liabilities or obligations of the Authority or any of the Parties except the City of Solana Beach unless the Board approves assuming specific contracts entered into by the City of Solana Beach. Any such contracts assumed by the Authority shall be obligations of the Authority only and not of any of the Parties. Notwithstanding Sections 4.12.1 and 9.8 of this Agreement, this Section 3.5 shall not be amended or its liability limitations otherwise modified by an amendment to another part of this Agreement unless such amendment is approved by the Governing Body of each Party.
- 3.6 **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings, structures or other projects (the “project”) developed, constructed or installed or caused to be developed, constructed or installed by the Authority within the territory of the Authority (which consists of the territorial jurisdiction of the Parties) shall comply with the General Plan, zoning, land use regulations, building laws and any applicable local Coastal Plan of the local jurisdiction within which the project is located.
- 3.7 **Compliance with the Political Reform Act and Government Code Section 1090.** The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090 et seq. The Board shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board may adopt additional conflict of interest regulations in the Operating Policies and Procedures.



## 4. GOVERNANCE

### 4.1 **Board of Directors.**

- 4.1.1 The Governing Body of the Authority shall be a Board of Directors ("Board") consisting of one Director for each Party appointed in accordance with Section 4.2 (Appointment and Removal of Directors) of this Agreement.
- 4.1.2 Each Director must be a member of the Governing Body of the appointing Party. Each Director shall serve at the pleasure of the Governing Body of the Party that appointed such Director and may be removed as Director by such Governing Body at any time. If at any time a vacancy occurs on the Board, then a replacement shall be appointed to fill the position of the previous Director within 45 days after the date that position becomes vacant.
- 4.1.3 The Governing Body of each Party also shall appoint an alternate to serve in the absence of the primary Director. The alternate also shall be a member of the Governing Body of the appointing Party. The alternate shall have all the rights and responsibilities of the primary Director when serving in his/her absence.
- 4.1.4 Any change to the size and composition of the Board other than what is described in this section shall require an amendment of this Agreement in accordance with Section 4.12.

### 4.2 **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:

- 4.2.1 The Governing Body of each Party shall appoint and designate in writing one regular Director, who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The Governing Body of each Party shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The alternate Director may vote on matters in committee, chair committees, and fully participate in discussion and debate during meetings. All Directors and alternates shall be subject to the Board's adopted Conflict of Interest Code.
- 4.2.2 A Director may be removed by the Board for cause in accordance with procedures adopted by the Board. Cause shall be defined for the purposes of this section as follows:
  - a. Unexcused absences from three consecutive Board meetings.
  - b. Unauthorized disclosure of confidential information or documents from a closed session or the unauthorized disclosure of information

or documents provided to the Director on a confidential basis and whose public disclosure may be harmful to the interests of the Authority.

- c. Violation of any ethics policies or code of conduct adopted by the Board.

Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director has been removed may appoint a replacement.

4.3 **Director Compensation.** The Board may adopt by resolution a policy relating to the compensation or expense reimbursement of its Directors.

4.4 **Terms of Office.** Each Party shall determine the term of office for its regular and alternate Director.

4.5 **Purpose of Board.** The general purpose of the Board is to:

- 4.5.1 Provide structure for administrative and fiscal oversight;
- 4.5.2 Retain a Chief Executive Officer to oversee day-to-day operations of the Authority;
- 4.5.3 Retain legal counsel;
- 4.5.4 Identify and pursue funding sources;
- 4.5.5 Set policy;
- 4.5.6 Optimize the utilization of available resources; and
- 4.5.7 Oversee all Committee activities.

4.6 **Specific Responsibilities of the Board.** The specific responsibilities of the Board shall be as follows:

- 4.6.1 Formulate and adopt an annual budget prior to the commencement of the fiscal year;
- 4.6.2 Develop and implement a financing and/or funding plan for ongoing Authority operations and capital improvements, if applicable;
- 4.6.3 Retain necessary and sufficient staff and adopt personnel and compensation policies, rules and regulations;
- 4.6.4 Adopt policies for procuring electric supply and operational needs such as professional services, equipment and supplies;

- 4.6.5 Develop and implement a Strategic Plan to guide the development, procurement, and integration of renewable energy resources consistent with the intent and priorities identified in this Agreement;
  - 4.6.6 Establish standing and ad hoc committees as necessary;
  - 4.6.7 Set retail rates for power sold by the Authority and set charges for any other category of retail service provided by the Authority;
  - 4.6.8 Wind down and resolve all obligations of the Authority in the event the Authority is terminated pursuant to Section 8.2;
  - 4.6.9 Conduct and oversee Authority operational audits at intervals not to exceed three years including review of customer access to Authority programs and benefits, where applicable;
  - 4.6.10 Arrange for an annual independent fiscal audit;
  - 4.6.11 Adopt such bylaws, rules and regulations necessary or desirable for the purposes set forth in this Agreement and consistent with this Agreement;
  - 4.6.12 Exercise the Specific Powers identified in Sections 3.2 and 4.6 except as those which the Board may elect to delegate to the Chief Executive Officer; and
  - 4.6.13 Discharge other duties as appropriate or necessary under this Agreement or required by law.
- 4.7 **Startup Responsibilities.** The Authority shall promptly act on the following matters:
- 4.7.1 Oversee the preparation of, adopt, and update an implementation plan for electrical load aggregation pursuant to Public Utilities Code Section 366.2(c)(3);
  - 4.7.2 Prepare a statement of intent for electrical load aggregation pursuant to Public Utilities Code Section 366.2(c)(4);
  - 4.7.3 Obtain financing and/or funding as is necessary to support start up and ongoing working capital for the CCA Program; and
  - 4.7.4 Acquire and maintain insurance in accordance with Section 9.3.
- 4.8 **Meetings and Special Meetings of the Board.** The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour, and place of each regular meeting shall be fixed annually by resolution of the Board. The location of regular meetings may rotate for the convenience of the Parties, subject to Board

approval and availability of appropriate meeting space. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. Board meeting agendas generally shall be set, in consultation with the Board Chair, by the Chief Executive Officer appointed by the Board pursuant to Section 5.5. The Board itself may add items to the agenda upon majority vote pursuant to Section 4.11.1.

- 4.9 **Brown Act Applicable.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).
- 4.10 **Quorum.** A simple majority of the Directors shall constitute a quorum. No actions may be taken by the Board without a quorum of the Directors present.
- 4.11 **Board Voting.** Except for matters subject to Special Voting under Section 4.12, Board action shall require the affirmative votes of a majority of the Directors on the entire Board. The consequence of a tie vote shall be “no action” taken.
- 4.12 **Special Voting.**
- 4.12.1 The affirmative vote of two-thirds of the Directors of the entire Board shall be required to take any action on the following:
- (a) Issuing bonds or other forms of debt;
  - (b) Adding or removing Parties or removing Directors; and
  - (c) Amending or terminating this Agreement or adopting or amending the bylaws of the Authority except as provided in Sections 3.5 and 4.12.3. At least 30 days advance written notice to the Parties shall be provided for such actions. Such notice shall include a copy of any proposed amendment to this Agreement or the bylaws of the Authority. The Authority shall also provide prompt written notice to all Parties of the action taken and attach the adopted amendment, resolution or agreement.
- 4.12.2 An affirmative vote of three-fourths of the entire Board shall be required to initiate any action for Eminent Domain and no eminent domain action shall be approved within the jurisdiction of a Party without the affirmative vote of such Party’s Director.
- 4.12.3 An unanimous vote of the entire Board shall be required to amend the following provisions in this Agreement:
- (a) Section 2.3 (Purpose of Agreement)

- (b) Section 3.6 (Compliance with Local Zoning)
- (c) Sections 4.11 and 4.12 (Voting Requirements)
- (d) Section 4.12.2 (Eminent Domain)
- (e) Section 6.5 (Power Supply Requirements)
- (f) Section 6.6 (Solana Energy Alliance Transition)

5. **INTERNAL ORGANIZATION**

- 5.1 **Elected and Appointed Officers.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors and shall appoint a Secretary and a Treasurer as provided in Government Code section 6505.5. No Director may hold more than one such office at any time. Appointed officers shall not be elected officers of the Board.
- 5.2 **Chair and Vice Chair.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Chair shall be the presiding officer of all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Chair shall perform duties as may be required by the Board. In the absence of the Chair, the Vice-Chair shall perform all of the Chair's duties. The office of the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board, or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter.
- 5.3 **Secretary.** The Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other office records of the Authority. If the appointed Secretary is an employee of any Party, such Party shall be entitled to reimbursement for any documented out of pocket costs it incurs in connection with such employee's service as Secretary of the Authority, and full cost recovery for any documented hours of service provided by such employee during such Party's normal working hours.
- 5.4 **Treasurer/Chief Financial Officer and Auditor.** The Board of Directors shall appoint a Treasurer who shall function as the combined offices of Treasurer and Auditor and shall strictly comply with the statutes related to the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer for the Authority shall be the depository and have custody of all money of the Authority from whatever source and shall draw all warrants and pay demands against the

Authority as approved by the Board. The Treasurer shall cause an independent audit(s) of the finances of the Authority to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any qualified person or entity as the law allows at the time. The duties and obligations of the Treasurer are further specified in Section 7. The Treasurer shall serve at the pleasure of the Board. If the appointed Treasurer is an employee of any Party, such Party shall be entitled to reimbursement for any documented out of pocket costs it incurs in connection with such employee's service as Treasurer of the Authority, and full cost recovery for any documented hours of service provided by such employee during such Party's normal working hours.

- 5.5 **Chief Executive Officer.** The Board shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may not be an elected member of the Board or otherwise represent any Party to the Authority. The Chief Executive Officer may exercise all powers of the Authority, except those powers specifically reserved to the Board, including but not limited to those set forth in Section 4.6 (Specific Responsibilities of the Board) of this Agreement or the Authority's bylaws, or those powers which by law must be exercised by the Board. The Chief Executive Officer may enter into and execute power purchase agreements and other contracts, in accordance with criteria and policies established by the Board.
- 5.6 **General Counsel.** The Board shall appoint a qualified person to act as the Authority's General Counsel, who shall not be a member of the Board, or an elected official or employee of a Party.
- 5.7 **Bonding of Persons Having Access to Property.** Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority exceeding a value as established by the Board, and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.
- 5.8 **Privileges and Immunities from Liability.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Authority to be employed by the Parties or by reason of their employment by the Authority, to be subject to any of the requirements of the Parties.

- 5.9 **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, related energy programs, and the provisions of this Agreement. To the extent possible, the commissions, boards, and committees should have equal representation from each Party. The Board may establish criteria to qualify for appointment on its commissions, boards, and committees. The Board may establish rules, regulations, policies, or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be entitled to reimbursement for expenses. The meetings of the commissions, boards, or committees shall be held in accordance with the requirements of the Ralph M. Brown Act, as applicable.

6. **IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

6.1 **Preliminary Implementation of the CCA Program.**

6.1.1 **Enabling Ordinance.** In addition to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

6.1.2 **Implementation Plan.** The Authority shall secure Board approval of an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations, and consistent with the terms of this Agreement, as soon after the Effective Date as reasonably practicable but no later than December 31, 2019.

6.2 **Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to operational procedures and policies, the annual budget, and specific plans such as a local renewable energy development and integration plan and other policies defined as the Authority Documents by this Agreement. All such Authority Documents shall be consistent with and designed to advance the goals and objectives of the Authority as expressed in this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Section 8 (Withdrawal and Termination) of this Agreement.

6.3 **Integrated Resource Plan and Regulatory Compliance.** The Authority shall cause to be prepared an Integrated Resource Plan in accordance with California Public Utilities Commission regulations, and consistent with the terms of this Agreement, that will ensure the long-term development and administration of a

variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with other regulatory requirements including the State Renewable Portfolio Standard (RPS) and customer rate competitiveness.

- 6.4 **Renewable Portfolio Standards.** The Authority shall provide its customers energy primarily from Category 1 and Category 2 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall avoid the procurement of energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) to the extent feasible. The Authority's ultimate objective shall be to achieve—and sustain—a renewable energy portfolio with 100 percent renewable energy availability and usage, at competitive rates, within the Authority service territory by no later than 2035, and then beyond.
- 6.5 **Power Supply Requirements.** The Authority's power supply base product will be greater than or equal to 50% qualified renewable resources. The Board shall establish product options with higher renewable and/or GHG-free content that each Party may select (such as 75% or 100% renewable content). In no event will the Authority's power supply base product contain a lesser amount of renewable resources than the base product provided by SDG&E to its customers. Power supply options established by the Board will allow each Party the flexibility to achieve its CAP goals without impeding any other Party from doing the same.
- 6.6 **Continuation and Transition of City of Solana Beach's Existing CCA Program.** The City of Solana Beach has been operating a CCA program within its jurisdiction since 2018. The City of Solana Beach shall be permitted to continue to operate its existing CCA program until the Authority's CCA Program commences service to customers within the jurisdiction of the City of Solana Beach. The transition of CCA customers within the City of Solana Beach to the Authority's CCA Program shall be implemented in accordance with the Authority's implementation plan approved by the Board and certified by the CPUC and any policies and requirements established by the Board.

## 7. FINANCIAL PROVISIONS

- 7.1 **Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.
- 7.2 **Depository.**
- 7.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.



- 7.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection and duplication by the Parties at all reasonable times. Annual financial statements shall be prepared in accordance with Generally Accepted Accounting Principles of the United States of America within 6 months of the close of the fiscal year. The Board shall contract with a certified public accountant to make an annual audit of the financial statements of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 7.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its policies and procedures.

### 7.3 **Budget and Recovery Costs.**

- 7.3.1 **Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with its fiscal management policies that should include a deadline for approval.
- 7.3.2 **Funding of Initial Costs.** The Initial Costs of establishing the Authority and implementing its CCA Program shall be divided equally among the Founding Members. In the event that the CCA Program becomes operational, these Initial Costs paid by the Founding Members shall be included in the customer charges for electric services to the extent permitted by law. The Authority may establish a reasonable time period over which such costs are recovered and reimbursed to the Founding Members. In the event that the CCA Program does not become operational, the Founding Members shall not be entitled to any reimbursement of the Initial Costs they have paid from the Authority or any Party.
- 7.3.3 **CCA Feasibility and Governance Report Costs.** In the event that the CCA Program becomes operational, any costs incurred by the Parties in preparing CCA Feasibility or Governance Reports in connection with establishing the Authority shall be included in the customer charges for electric services to the extent permitted by law. The Authority may establish a reasonable time period over which such costs are recovered and reimbursed to the Parties that incurred such costs. In the event that the CCA Program does not become operational, no Party shall be entitled to any reimbursement of these costs from the Authority or any Party.

- 7.3.4 **Program Costs.** The Parties intend that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric or other services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through appropriate charges to CCA customers receiving such services.
- 7.3.5 **No Requirement for Contributions or Payments.** Parties are not required under this Agreement to make any financial contributions or payments to the Authority, and the Authority shall have no right to require such a contribution or payment unless expressly set forth herein (for example, as provided in Section 2.4.3, with respect to Additional Members, Section 7.3.2 with respect to Initial Costs and Section 8.1, with respect to Withdrawal), or except as otherwise required by law.

Notwithstanding the foregoing, a Party may voluntarily enter into an agreement with the Authority to provide the following:

- (a) contributions of public funds for the purposes set forth in this Agreement;
- (b) advances of public funds for the purposes set forth in this Agreement, such advances to be repaid as provided by such written agreement; or
- (c) its personnel, equipment or property in lieu of other contributions or advances.

No Party shall be required, by or for the benefit of the Authority, to adopt any local tax, assessment, fee or charge under any circumstances.

- 7.4 **Accounts and Reports.** The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection and duplication at all reasonable times by duly appointed representatives of the Parties. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Parties. The Treasurer shall cooperate with all audits required by this Agreement.
- 7.5 **Funds.** The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.
- 7.6 **Discretionary Revenues.** The Board shall establish policies concerning the expenditure of discretionary revenues. As determined by the Board in such policies, discretionary revenues may be used to (1) provide programs and develop

projects of the Authority or (2) allow Parties to direct funds into qualified Authority programs and projects, or provide other ratepayer benefits. The Board shall endeavor to achieve a balanced distribution of program and project benefits substantially commensurate with each Party's energy load ("balanced distribution"). The Board shall conduct periodic audits no less than every two years in order to verify the balanced distribution of program and project benefits and take any corrective action necessary to achieve or continue to maintain a balanced distribution.

- 7.7 **Rate Related Programs.** The Authority will maintain residential net energy metering and low-income rate discount programs.

## 8. WITHDRAWAL AND TERMINATION

### 8.1 **Withdrawal**

- 8.1.1 **Withdrawal by Parties.** Any Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than one year advance written notice of its election to do so, which notice shall be given to the Authority and each Party. The Board, in its discretion, may approve a shorter notice period on a case by case basis. In addition, a Party may immediately withdraw its membership in the Authority upon written notice to the Board at any time prior to the Authority filing its first year-ahead load forecast with the CPUC that included the Party's load (anticipated to occur in April 2020) without any financial obligation other than its share of Initial Costs that shall not be reimbursed and any costs directly related to the resulting amendment of the Implementation Plan. Withdrawal of a Party shall require an affirmative vote of the Party's Governing Body.
- 8.1.2 **Amendment.** Notwithstanding Section 8.1.1 (Withdrawal by Parties) of this Agreement, a Party may withdraw its membership in the Authority upon approval and execution of an amendment to this Agreement provided that the requirements of this Section 8.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective one year (or earlier if approved by the Board) after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority, should the amendment be approved by the Board.
- 8.1.3 **Continuing Liability; Further Assurances.** A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 8.5 (Continuing Liability; Refund) of this Agreement, including, but not limited to, power purchase

agreements and other Authority contracts and operational obligations. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Board shall also consider, pursuant to Section 3.2.12, adoption of a policy that allows a withdrawing Party to negotiate assignment to the Party of costs of electric power or other resources procured on behalf of its customers by the Authority upon its withdrawal. In the implementation of this Section 8.1.3, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself.

- 8.2 **Termination of CCA Program.** Nothing contained in Section 6 or elsewhere in this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.
- 8.3 **Involuntary Termination.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or Authority Documents upon a two-thirds vote of the entire Board excluding the vote of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party, subject to possible termination, shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 8.5 (Continuing Liability; Refund) of this Agreement.
- 8.4 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 8.1 (Withdrawal) of this Agreement.
- 8.5 **Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall be responsible for any claims, demands, damages, or

liabilities attributable to the Party through the effective date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities commencing or arising after the effective date of the Party's withdrawal or involuntary termination.

Notwithstanding the foregoing or any other provisions of this Agreement, such Party also shall be liable to the Authority for (a) any damages, losses, or costs incurred by the Authority which result directly from the Party's withdrawal or termination, including but not limited to costs arising from the resale of capacity, electricity, or any attribute thereof no longer needed to serve such Party's load; and (b) any costs or obligations associated with the Party's participation in any program in accordance with the program's terms, provided such costs or obligations were incurred prior to the withdrawal of the Party. From and after the date a Party provides notice of its withdrawal or is terminated, the Authority shall reasonably and in good faith seek to mitigate any costs and obligations to be incurred by the withdrawing or terminated Party under this Section through measures reasonable under the circumstances, provided that this obligation to mitigate does not impose any obligation on the Authority to transfer any cost or obligation directly attributable to the membership and withdrawal or termination of the withdrawing or terminated party to the ratepayers of the remaining members. Further, the liability of the withdrawing or terminated Party shall be based on actual costs or damages incurred by the Authority and shall not include any penalties or punitive charges imposed by the Authority. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. The withdrawing or terminated Party agrees to pay any such deposit determined by the Authority. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party. In the implementation of this Section 8.5, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself. The liability of a withdrawing Party under this Section shall be only to the Authority and not to any other Party.

- 8.6 **Disposition of Authority Assets.** Upon termination of this Agreement and dissolution of the Authority by all Parties, after payment of all obligations of the Authority, the Board may sell or liquidate Authority property and shall distribute any remaining assets to the Parties in proportion to the contributions made by the existing Parties. Any assets provided by a Party to the Authority shall remain the asset of that Party and shall not be subject to distribution under this section.

## 9. MISCELLANEOUS PROVISIONS

- 9.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before

exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 60 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.

- 9.2 **Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees. In addition, pursuant to the Act, no Director shall be personally liable on the Authority's bonds or be subject to any personal liability or accountability by reason of the issuance of bonds.
- 9.3 **Insurance and Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective governing board members, officers, agents and employees, from any and all claims, losses, damages, deductibles or self-insured retentions, costs, fines, penalties, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, errors, omissions or negligence of the Authority or its officers, employees, agents, contractors, licensees or volunteers.
- 9.4 **No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and the Authority and not for the benefit of any other person or entity. No third party beneficiary shall be created by or arise from the provisions of this Agreement.
- 9.5 **Notices.** Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each Party. The Parties may give notice by (1) personal delivery; (2) e-mail; (3) U.S. Mail, first class postage prepaid, or a faster delivery method; or (3) by any other method deemed appropriate by the Board.

Upon providing written notice to all Parties, any Party may change the designated address or e-mail for receiving notice.

All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class" mail; or (3) the date of transmission, when sent by e-mail or facsimile.

- 9.6 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each Party.
- 9.7 **Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the approved assigns of the Parties. This section does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of the proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 9.8 **Amendment.** This Agreement may be amended by a written amendment approved by the Board in accordance with the Special Voting requirements of Section 4.12.
- 9.9 **Severability.** If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were adjudged invalid or void by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.
- 9.10 **Governing Law.** This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply.
- 9.11 **Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.
- 9.12 **Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

The Parties hereto have executed this Joint Powers Agreement establishing the Clean Energy Alliance.

CITY OF

CARLSBAD

By:

[Signature]  
City Manager

DATE:

10 Oct 19

ATTEST:

By:

[Signature]  
for City Clerk

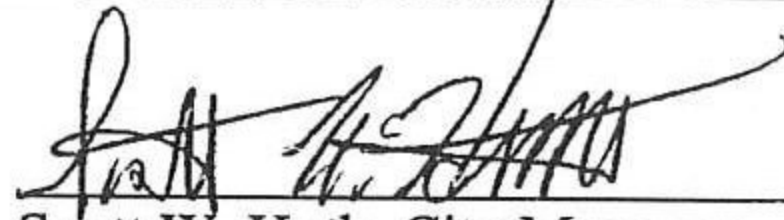
APPROVED AS TO FORM:

By:

[Signature]  
City Attorney

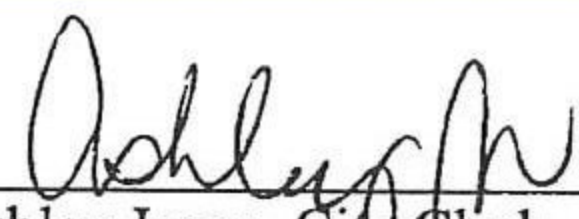


CITY OF Del Mar

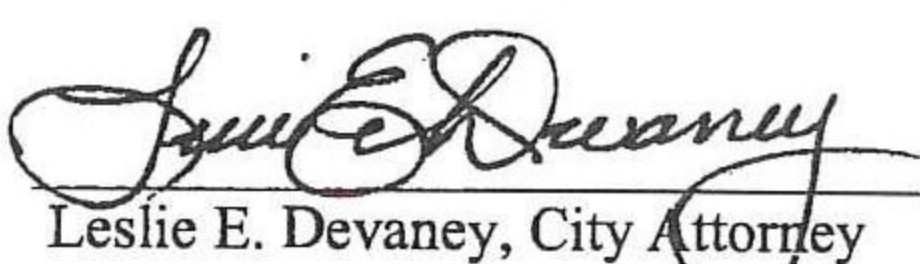
By:   
Scott W. Huth, City Manager

DATE: 11/4/2019

ATTEST:

By:   
Ashley Jones, City Clerk

APPROVED AS TO FORM:

By:   
Leslie E. Devaney, City Attorney

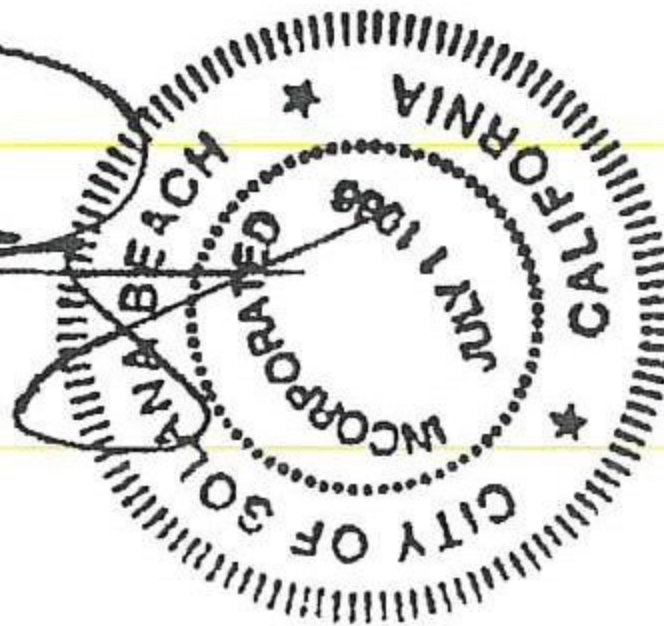
CITY OF SOLANA BEACH

By: [Signature]  
City Manager

DATE: 11-4-19

ATTEST:

By: [Signature]  
City Clerk



APPROVED AS TO FORM:

By: [Signature]  
City Attorney

## Exhibit A: Definitions

"AB 117" means Assembly Bill 117 (Stat. 2002, Ch. 838, codified at Public Utilities Code Section 366.2), which created Community Choice Aggregation.

"Act" means the Joint Exercise of Powers Act of the State of California (Chapter 5, Division 7, Title 1 of the Government Code commencing with Section 6500).

"Agreement" means this Joint Powers Agreement.

"Authority" means the Clean Energy Alliance.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Policies and Procedures, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"Community Choice Aggregation" or "CCA" means an electric service option available to cities, counties, and other public agencies pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's Community Choice Aggregation program established, conducted and operated under Public Utilities Code Section 366.2.

"Days" shall mean calendar days unless otherwise specified by this Agreement.

"Director" means a member of the Board representing a Party appointed in accordance with Sections 4.1 (Board of Directors) and 4.2 (Appointment and Removal of Directors) of this Agreement.

"Effective Date" means the date on which the Agreement shall become effective and the Authority shall exist as a separate public agency, as further described in Section 2.1 (Effective Date and Term) of this Agreement.

"Founding Member" means any jurisdiction that becomes a member of the Authority before October 1, 2020, as identified in Exhibit B.

"Governing Body" means for any city, its City Council; and for any other public agency, the equivalent policy making body that exercises ultimate decision-making authority over such agency.

"Initial Costs" means reasonable and necessary implementation costs advanced by the Founding Members in support of the formation of the Authority and approved by the Board for reimbursement, which are (a) directly related to the establishment of the Authority and its CCA program, and (b) incurred by the Authority or its Members relating to the initial operation of the Authority, such as the hiring of the executive and operations staff, any required accounting, administrative, technical and legal services in support of the

Authority's initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements, and activities associated with drafting and obtaining approval of the Authority's implementation plan. Initial Costs do not include costs associated with the investigation of the CCA model, attendance at routine planning meetings, or a Party's pre-formation reports related to their decision to pursue CCA or join the Authority. Initial costs also do not include the costs incurred by the City of Solana Beach relating to the termination of its CCA program. The Authority Board shall determine the repayment timing and termination date for the Initial Costs.

"Investor Owned Utilities" means a privately-owned electric utility whose stock is publicly traded and is subject to CPUC regulation.

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions as defined above for "Founding Members" or in Section 2.4 (Addition of Parties) of this Agreement, such that they are considered members of the Authority.

"Party" means, singularly, a signatory to this Agreement that has satisfied the conditions as defined above for "Founding Members" or in Section 2.4 (Addition of Parties) of this Agreement, such that it is considered a member of the Authority.

**Exhibit B: List of Founding Members**

**Any public agency that becomes a member by October 1, 2020**

**City of Carlsbad**

**City of Del Mar**

**City of Solana Beach**

**San Diego Regional Community Choice Energy Authority**

**- Joint Powers Agreement -**

Effective October 1, 2019

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY  
JOINT POWERS AGREEMENT**

This Joint Powers Agreement (the “Agreement”), effective as of October 1, 2019, is made by the Founding Members of San Diego Regional Community Choice Energy Authority (Authority) including cities of San Diego, Chula Vista, La Mesa, Encinitas, and Imperial Beach, and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the public agencies set forth in Exhibit B.

**RECITALS**

1. The Parties are public agencies sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. SB 350, adopted in 2015, mandates a reduction in greenhouse gas emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050. In 2018, the State Legislature adopted SB 100, which directs the Renewable Portfolio Standard to be increased to 60% renewable by 2030 and establishes a policy for eligible renewable energy resources and zero-carbon resources to supply 100 percent of electricity retail sales to California end-use customers by 2045.
3. The purposes for the Founding Members (as such term is defined in Exhibit A) entering into this Agreement include procuring/developing electrical energy for customers in participating jurisdictions, addressing climate change by reducing energy-related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as job creation, local energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to State, regional, and local solar and wind energy production and energy storage.
4. The Parties to this Agreement desire to establish a separate public agency, known as the San Diego Regional Community Choice Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Founding Members have each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program on behalf of participating jurisdictions.

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6. By establishing the Authority, the Parties seek to:
- (a) Provide electricity service to residents and businesses located within the municipal boundaries of the public agencies that signed on to this agreement in a responsible, reliable, innovative, and efficient manner;
  - (b) Provide electric generation rates to all ratepayers that are lower or at least competitive with those offered by the Investor Owned Utility (IOU), San Diego Gas & Electric (SDG&E), for similar products;
  - (c) Offer differentiated energy products for standard commodity electric service that provide a cleaner power portfolio than that offered by the IOU for similar service and a 100 percent renewable content option in which communities and customers may "opt-up" and voluntarily participate, with the ultimate objective of achieving—and sustaining—100 percent renewable energy availability and usage, at competitive rates, within the Authority service territory by no later than 2035, and then beyond;
  - (d) Develop an aggregate electric supply portfolio with overall lower greenhouse gas (GHG) emissions than the IOU, and one that supports near-term achievement of the Parties' greenhouse gas reduction goals and renewable electricity goals;
  - (e) Prioritize the use and development of local, cost-effective renewable and distributed energy resources in ways that encourage and support local power development and storage, avoids the use of unbundled renewable energy credits, and excludes coal and avoids nuclear contracts;
  - (f) Promote an energy portfolio that incorporates energy efficiency and demand response programs and pursues ambitious energy consumption reduction goals;
  - (g) Provide a range of energy product and program options, available to all Parties and customers, that best serve their needs, their local communities, and support regional sustainability efforts.
  - (h) Demonstrate quantifiable economic benefits to the region including prevailing wage jobs, local workforce development, economic development programs, new energy programs, and increased local energy investments;
  - (i) To the extent authorized by law, support a stable, skilled, and trained workforce through a variety of mechanisms, including neutrality agreements, that are designed to ensure quality workmanship at fair and competitive rates and which benefit local residents by delivering cost-effective clean energy programs and projects;
  - (j) Promote supplier and workforce diversity, including returning veterans and those from regional disadvantaged and under-represented communities of concern, to reflect the diversity of the region;



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- (k) Promote personal and community ownership of renewable generation and energy storage resources, spurring equitable economic development and increased resilience throughout the region.
- (l) Ensure that low-income households are provided with affordable electric rates and have access to special utility rates including California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) programs;
- (m) Pursue purposeful and focused investment in communities of concern, prioritization of local renewable power, workforce development, and policies and programs centered on economic, environmental, and social equity.
- (n) Use discretionary program revenues to support the Authority’s long-term financial viability, enhance customer rate stability, and provide all Parties and their customers with access to innovative energy programs, projects and services throughout the region; and
- (o) Create an administering Authority that is financially sustainable, responsive to regional priorities, well-managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practice employment policies, including but not limited to efficient consideration of petitions to unionize, participating in collective bargaining, if applicable, and providing appropriate wages and benefits.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

**1. DEFINITIONS AND EXHIBITS**

1.1 **Definitions.** Capitalized terms used in this Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement:

- Exhibit A: Definitions
- Exhibit B: List of Founding Members
- Exhibit C: Annual Energy Use by Jurisdiction
- Exhibit D: Voting Shares of Founding Members
- Exhibit E: Signatures

**2. FORMATION OF THE SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY**

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
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- 2.1 **Effective Date and Term.** This Agreement shall become effective and the Authority shall exist as a separate public agency on the date this Agreement is executed by the City of San Diego and at least one other public agency after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until the Agreement is terminated in accordance with Section 8.4 (Mutual Termination) of this Agreement, subject to the rights of the Parties to withdraw from the Authority, pursuant to Section 8.1.
- 2.2 **Formation of the Authority.** Under the Act, the Parties hereby create a separate joint exercise of power agency which is named San Diego Regional Community Choice Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Parties; however, the Authority may, as authorized under applicable law, undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.
- 2.3 **Purpose.** The purpose and objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes the Authority to provide opportunities by which the Parties can work cooperatively to create economies of scale, provide for stronger regulatory and legislative influence at the State level, and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources in the region for the benefit of all the Parties and their constituents, including, but not limited to, establishing and operating a Community Choice Aggregation program.
- 2.4 **Addition of Parties.** After the initial formation of the Authority by the Founding Members, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator under Public Utilities Code Section 331.1 located within the service territory of the IOU may apply to and become a member of the Authority if all the following conditions are met:
- 2.4.1 The adoption by a two-thirds vote of the Board satisfying the requirements described in Section 4.11 (Board Voting) of this Agreement, of a resolution authorizing membership into the Authority;
- 2.4.2 The adoption by the public agency of a CCA ordinance as required by Public Utilities Code Section 366.2(c)(12) and approval and execution of this Agreement and other necessary program agreements by the public agency;

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2.4.3 Payment of a membership fee, if any, as may be required by the Board to cover Authority costs incurred in connection with adding the new party; and

2.4.4 Satisfaction of any other reasonable conditions established by the Board.

Pursuant to this Section 2.4 (Addition of Parties), all Parties shall be required to commence electric service as soon as is practicable within statutory and regulatory requirements, as determined by the Board and Authority management, as a condition to becoming a Party to this Agreement.

2.5 **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition, withdrawal and/or termination of Parties. The Parties agree to participate with such other Parties as may later be added by the Board, as described in Section 2.4 (Addition of Parties) of this Agreement. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

3. **POWERS**

3.1 **General Powers.** The Authority shall have the powers common to the Parties which are necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.4 (Limitation on Powers) of this Agreement.

3.2 **Specific Powers.** Specific powers of the Authority shall include, but not be limited to, each of the following powers, which may be exercised at the discretion of the Board:

3.2.1 make and enter into contracts;

3.2.2 employ agents and employees, including but not limited to a Chief Executive Officer;

3.2.3 acquire, own, contract, manage, maintain, and operate any buildings, public works, improvements or other assets including but not limited to public electric generation resources;

3.2.4 acquire property for electric generation/interconnection purposes by eminent domain, or otherwise, except as limited under Section 6508 of the Act and Sections 3.6 and 4.12.3 of this Agreement, and to hold or dispose of any property; provided, however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection;

3.2.5 lease any property;

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- 3.2.6 sue and be sued in its own name;
  - 3.2.7 incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers authorized by law pursuant to Government Code Section 53850 et seq. and authority under the Act;
  - 3.2.8 issue revenue bonds and other forms of indebtedness;
  - 3.2.9 apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;
  - 3.2.10 form independent corporations or entities, if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;
  - 3.2.11 submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
  - 3.2.12 adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority;
  - 3.2.13 make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services;
  - 3.2.14 enter into neutrality agreements where the Authority has a proprietary or significant financial interest, negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties; and
  - 3.2.15 receive revenues from sale of electricity and other energy-related programs.
- 3.3 **Additional Powers to be Exercised.** In addition to those powers common to each of the Parties, the Authority shall have those powers that may be conferred upon it by law and by subsequently enacted legislation.
- 3.4 **Limitation on Powers.** As required by Section 6509 of the Act, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the City of Encinitas and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.
- 3.5 **Obligations of the Authority.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any of the Parties unless a Party agrees in writing to assume any of the debts, liabilities, and

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obligations of the Authority with the approval of its Governing Body, in its sole discretion. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.

3.6 **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities are constructed.

3.7 **Compliance with the Political Reform Act and Government Code Section 1090.** The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 et seq.) and Government Code Section 1090 et seq. The Board shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board may adopt additional conflict of interest regulations in the Operating Policies and Procedures.

4. **GOVERNANCE**

4.1 **Board of Directors.**

4.1.1 The Governing Body of the Authority shall be a Board of Directors ("Board") consisting of two Directors for each Party appointed in accordance with Section 4.2 (Appointment and Removal of Directors) of this Agreement until there are five or more Parties of the Authority. When the fifth Party joins the Authority, the number of Directors per Party shall be reduced to one Director per Party; each Party shall determine which Director shall be that Party's representative on the Board within 45 days of the date the fifth Party joins the Authority.

4.1.2 Each Director(s) must be a member of the Governing Body of the appointing Party. Each Director shall serve at the pleasure of the Governing Body of the Party whom appointed such Director and may be removed as Director by such Governing Body at any time. If at any time a vacancy occurs on the Board, then a replacement shall be appointed to fill the position of the previous Director within 45 days after the date that position becomes vacant.

4.1.3 Once the Authority reaches five members and becomes governed by a single appointed Director for each Party, then the Governing Body of each Party shall appoint an alternate to serve in the absence of the primary Director. The alternate is not required to be a member of the Governing Body of the appointing Party. The alternate shall have all the rights and responsibilities of the primary Director when serving in his/her absence.

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- 4.1.4 Any change to the size and composition of the Board other than what is described in this section shall require amendment of this Joint Powers Agreement in accordance with Section 4.12.
- 4.2 **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1 The Governing Body of each Party shall appoint and designate in writing two regular Directors if there are four or fewer Parties to this Agreement, or one regular Director if there are five or more Parties to this Agreement, who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The Governing Body of each Party shall appoint and designate in writing one alternate Director if there are five or more Parties in the Authority who may vote on matters when the regular Director is absent from a Board meeting. The alternate Director may vote on matters in committee, chair committees, and fully participate in discussion and debate during meetings. All Directors and alternates shall be subject to the Board's adopted Conflict of Interest Code.
- 4.2.2 The Authority's policies and procedures, to be developed and approved by the Board, pursuant to Section 3.2.12, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director have been removed may appoint a replacement.
- 4.3 **Director Compensation.** The Board may adopt by resolution a policy relating to the compensation of its Directors.
- 4.4 **Terms of Office.** Each Party shall determine the term of office for their regular and alternate Director.
- 4.5 **Purpose of Board.** The general purpose of the Board is to:
- 4.5.1 Provide structure for administrative and fiscal oversight;
- 4.5.2 Retain a Chief Executive Officer to oversee day-to-day operations of the Authority;
- 4.5.3 Retain legal counsel;
- 4.5.4 Identify and pursue funding sources;
- 4.5.5 Set policy;
- 4.5.6 Maximize the utilization of available resources; and

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4.5.7 Oversee all Committee activities.

4.6 **Specific Responsibilities of the Board.** The specific responsibilities of the Board shall be as follows:

4.6.1 Identify Party and ratepayer needs and requirements;

4.6.2 Formulate and adopt an annual budget prior to the commencement of the fiscal year;

4.6.3 Develop and implement a financing and/or funding plan for ongoing Authority operations and capital improvements, if applicable;

4.6.4 Retain necessary and sufficient staff and adopt personnel and compensation policies, rules and regulations;

4.6.5 Develop a workforce policy that promotes a local, sustainable, and inclusive workforce;

4.6.6 Adopt policies for procuring electric supply and operational needs such as professional services, equipment and/or supplies;

4.6.7 Develop and implement a Strategic Plan to guide the development, procurement, and integration of renewable energy resources consistent with the intent and priorities identified in this Agreement;

4.6.8 Adopt rules for the disposal of surplus property;

4.6.9 Establish standing and ad hoc committees as necessary to ensure that the interests of the Authority and concerns of each Party are represented to ensure effective operational, technical, and financial functioning of the Authority and monitor the distribution and usage of Authority programs and benefits throughout the Authority's service territory;

4.6.10 The setting of retail rates for power sold by the Authority and the setting of charges for any other category of retail service provided by the Authority;

4.6.11 To wind up and resolve all obligations of the Authority in the event the Authority is terminated pursuant to Section 8.2;

4.6.12 Address any concerns of consumers and customers;

4.6.13 Conduct and oversee Authority operational audits at intervals not to exceed three years including review of customer access to Authority programs and benefits, where applicable;

4.6.14 Arrange for an annual independent fiscal audit;

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- 4.6.15 Adopt such bylaws, rules and regulations as are necessary or desirable for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement;
  - 4.6.16 Exercise the Specific Powers identified in Sections 3.2 and 4.6 except as those which the Board may elect to delegate to the Chief Executive Officer; and
  - 4.6.17 Discharge other duties as appropriate and/or required by law.
- 4.7 **Startup Responsibilities.** The Authority shall have the duty to do the following within one year of the Effective Date of the Agreement:
- 4.7.1 Oversee the preparation of, adopt, and update an implementation plan, pursuant to Public Utilities Code Section 366.2(c)(3), for electrical load aggregation;
  - 4.7.2 Prepare a statement of intent, pursuant to Public Utilities Code Section 366.2(c)(4), for electrical load aggregation;
  - 4.7.3 Encourage other qualified public agencies to participate in the Authority;
  - 4.7.4 Obtain financing and/or funding as is necessary to support start up and ongoing working capital;
  - 4.7.5 Evaluate the need for, acquire, and maintain insurance;
  - 4.7.6 Consider and take action on the assumption of City of San Diego consulting and services agreements related to the Authority's start up and implementation activities, subject to the City of San Diego continuing to advance payment, or if another source is secured by the JPA, until such time as an agreement is executed for payment of Initial Costs as specified under Section 7.3.2.
- 4.8 **Meetings and Special Meetings of the Board.** The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour, and place of each regular meeting shall be fixed annually by resolution of the Board. The location of regular meetings may rotate for the convenience of the Parties, subject to Board approval and availability of appropriate meeting space. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. Board meeting agendas generally shall be set, in consultation with the Board Chair, by the Chief Executive Officer appointed by the Board pursuant to Section 5.5. The Board itself may add items to the agenda upon majority vote pursuant to Section 4.11.1.



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- 4.9 **Brown Act Applicable.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).
- 4.10 **Quorum.** A simple majority of the Directors shall constitute a quorum. No actions may be taken by the Board without a quorum of the Directors present. If a Party fails to be represented by a Director(s) or alternate Director in more than one meeting in a 12-month period, the Board may take action by publicly noticing the Party that they are at risk of lack of representation within the Authority.
- 4.11 **Board Voting.**
- 4.11.1 **Equal Vote.** Once a quorum has been established, in general, except when Special Voting is expressly required pursuant to Section 4.12 hereof, Board action shall require votes of a majority of the total number of the Directors of the Board. All votes taken pursuant to this Section 4.11.1 shall be referred to as an “Equal Vote.” The consequence of a tie vote shall generally be “no action” taken. Notwithstanding the foregoing, an “Equal Vote” may be subject to a “Voting Shares Vote” as provided in Section 4.11.2, below.
- 4.11.2 **Voting Shares Vote.** At the same meeting at which an Equal Vote action was taken, three or more Directors shall have the right to request and have conducted a “Voting Shares Vote” to reconsider that action. Approval of a proposed action by a Voting Shares Vote to reconsider an Equal Vote action shall require the affirmative vote of Directors representing a two-thirds supermajority (66.7%) of the “Voting Shares” cast. The formula and process for allocating Voting Shares is set forth in Section 4.11.3, below. If a Voting Shares Vote for reconsideration fails, the legal effect is to affirm the Equal Vote with respect to which the Voting Shares Vote was taken. If the Voting Shares Vote succeeds, the legal effect is to nullify the Equal Vote with respect to which the Voting Shares Vote was taken. If the underlying Equal Vote was a tie, the Voting Shares Vote replaces that tie vote. No action may be taken solely by a Voting Shares Vote without first having taken an Equal Vote.
- 4.11.3 **Voting Shares Vote Formula and Process.** For the process of a Voting Shares Vote, each Director shall have a Voting Share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where:
- (a) “Annual Energy Use” means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the first anniversary of the Effective Date, the annual electricity usage,

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expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority; and

- (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy Use will be designated in **Exhibit C** and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board.

The combined voting share of all Directors representing a Party shall be based upon the annual electricity usage within the Party's jurisdiction. If a Party has two Directors, then the voting shares allocated to that Party shall be equally divided between its two Directors.

The initial voting shares will be set forth in **Exhibit D**. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and adjustments shall be approved by the Board.

Notwithstanding the formula for Voting Shares set forth above, for the purposes of the Voting Shares Vote, no one Party to this Agreement shall have a Director (or Directors, as the case may be) with a Voting Share that exceeds 49%, regardless of the Party's actual annual electric usage. If a Party would have a voting share that exceeds 49%, the excess above 49% shall be distributed among the other Parties in accordance with their relative annual electricity usage, as shown in Exhibit D.

**4.12 Special Voting.**

4.12.1 Except as provided below, matters that require Special Voting as described in this section shall require 72 hours prior notice to any Brown Act meeting or special meeting.

4.12.2 Two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

- (a) Issue bonds or other forms of debt;
- (b) Adding or removing Parties;
- (c) Amend or terminate this Agreement or adopt or amend the bylaws of the Authority. At least 30 days advance notice shall be provided for such actions. The Authority shall also provide prompt written

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notice to all Parties of the action taken and enclose the adopted or modified documents; and

4.12.3 Three-Fourths Vote shall be required to initiate any action for Eminent Domain

4.12.4 Matters requiring Special Voting under the terms of this Section shall not be subject to Voting Shares Voting pursuant to Section 4.11.2, above.

**5. INTERNAL ORGANIZATION**

5.1 **Elected and Appointed Officers.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors and shall appoint a Secretary and a Treasurer as provided in Government Code section 6505.5. No Director may hold more than one such office at any time and elected officers shall represent different Parties of the Authority. Appointed officers shall not be elected officers of the Board.

5.2 **Chair and Vice Chair.** For each fiscal year, the Board shall elect a Chair and Vice Chair from among the Directors. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The Chair shall be the presiding officer of all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Chair shall perform duties as may be imposed by the Board. In the absence of the Chair, the Vice-Chair shall perform all of the Chair's duties. The office of the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board, or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement. Upon a vacancy, the position shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices.

5.3 **Secretary.** The Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other office records of the Authority. If the appointed Secretary is an employee of any Party, such Party shall be entitled to reimbursement for any documented out of pocket costs it incurs in connection with such employee's service as Secretary of the Authority, and full cost recovery for any documented hours of service provided by such employee during such Party's normal working hours.

5.4 **Treasurer/Chief Financial Officer and Auditor.** The Board of Directors shall appoint a Treasurer who shall function as the combined offices of Treasurer and Auditor and shall strictly comply with the statutes related to the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer for the

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Authority shall be the depository and have custody of all money of the Authority from whatever source and shall draw all warrants and pay demands against the Authority as approved by the Board. The Treasurer shall cause an independent audit(s) of the finances of the Authority to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any qualified person or entity as the law allows at the time. The duties and obligations of the Treasurer are further specified in Section 7. The Treasurer shall serve at the pleasure of the Board. If the appointed Treasurer is an employee of any Party, such Party shall be entitled to reimbursement for any documented out of pocket costs it incurs in connection with such employee's service as Treasurer of the Authority, and full cost recovery for any documented hours of service provided by such employee during such Party's normal working hours.

- 5.5 **Chief Executive Officer.** The Board shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Board shall appoint a qualified person, hired through a transparent, competitive process, to act as the Chief Executive Officer; he or she may not be an elected member of the Board or otherwise representing any Party to the Authority. The Chief Executive Officer may exercise all powers of the Authority, except those powers specifically reserved to the Board including but not limited to those set forth in Section 4.6 (Specific Responsibilities of the Board) of this Agreement or the Authority's bylaws, or those powers which by law must be exercised by the Board. The Chief Executive Officer may enter into and execute power purchase agreements and other contracts, in accordance with criteria and policies established by the Board.
- 5.6 **General Counsel.** The Board shall appoint a qualified person to act as the Authority's General Counsel, who shall not be a member of the Board, or an elected official or employee of a Party.
- 5.7 **Bonding of Persons Having Access to Property.** Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority exceeding a value as established by the Board, and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.
- 5.8 **Other Employees/Agents.** The Board shall have the power by resolution to hire employees or appoint or retain such other agents, including officers, loan-out employees, or independent contractors, as may be necessary or desirable to carry-out the purpose of this Agreement, pursuant to terms and conditions adopted by the Board.
- 5.9 **Privileges and Immunities from Liability.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief,

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disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Authority to be employed by the Parties or by reason of their employment by the Authority, to be subject to any of the requirements of the Parties.

5.10 **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, related energy programs, and the provisions of this Agreement. To the extent possible, the commissions, boards, and committees should have equal representation from each Party. The Board may establish criteria to qualify for appointment on said commissions, boards, and committees. The Board may establish rules, regulations, policies, or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

5.10.1 **Executive Committee.** The Board may establish an executive committee consisting of a subset of its Directors. The Board may delegate to the Executive Committee such authority as the Board might determine appropriate to serve as a liaison between the Board and the Chief Executive Officer and to make recommendations to the Board regarding the operations of the Authority. Notwithstanding the foregoing, the Board may not delegate authority regarding essential Board functions, including but not limited to, approving the fiscal year budget or hiring or firing the Chief Executive Officer, and other functions as provided in the Authority bylaws or policies. Further, the Board may not delegate to the Executive Committee, or any other committee, the Board's authority under Section 3.2.12 to adopt and amend Authority policies and procedures.

5.10.2 **Finance and Risk Management Committee.** The Board shall establish a finance and risk management committee consisting of a subset of its Directors. The primary purpose of the Finance and Risk Management Committee is to review and recommend to the Board:

- (a) A funding plan;
- (b) A fiscal year budget; and
- (c) Financial policies and procedures to ensure equitable contributions by Parties; and

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The Finance and Risk Management Committee may have such other responsibilities as may be approved by the Board, including but not limited to advising the Chief Executive Officer on fiscal and risk management policies and procedures, rules and regulations governing investment of surplus funds, audits to achieve best practices in corporate governance and selection and designation of financial institutions for deposit of Authority funds, and credit/depository matters.

- 5.10.3 Community Advisory Committee. The Board shall establish a Community Advisory Committee comprised of non-Board members. The primary purpose of the Community Advisory Committee shall be to advise the Board of Directors and provide for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of the Authority. The Community Advisory Committee is advisory only, and shall not have decision-making authority, nor receive any delegation of authority from the Board of Directors. Each Party may nominate a committee member(s) and the Board shall determine the final selection of committee members, who should represent a diverse cross-section of interests, skills sets and geographic regions.
- 5.10.4 Technical Advisory Committee. The Board may establish a Technical Advisory Committee comprised of non-Board members. The primary purpose of the Technical Advisory Committee shall be to advise the Board of Directors and provide the Authority with technical support and engagement in the energy-related operations of the Authority, supplementing the expertise of the Authority staff, independent contractors, and consultants. Each Party may nominate a committee member(s) and the Board shall determine the final selection of committee members, who should have significant expertise in electric markets, programs, procurement, regulatory and legislative engagement, and/or energy law.
- 5.10.5 Meetings of the Advisory Committees. All meetings of the committees shall be held in accordance with the Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the committee shall provide notice and the agenda to each Party, Director(s), and Alternate Director(s).
- 5.10.6 Officers of Advisory Committees. Unless otherwise determined by the Board, each Committee shall choose its officers, comprised of a Chair, a Vice Chair, and a Secretary.

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6. IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

6.1 **Preliminary Implementation of the CCA Program.**

6.1.1 **Enabling Ordinance.** In addition to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

6.1.2 **Implementation Plan.** The Authority shall cause to be prepared and secure Board approval of an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations, and consistent with the terms of this Agreement, as soon after the Effective Date as reasonably practicable.

6.2 **Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to operational procedures and policies, the annual budget, and specific plans such as a local renewable energy development and integration plan and other policies defined as the Authority Documents by this Agreement. All such Authority Documents shall be consistent with and designed to advance the goals and objectives of the Authority as expressed in this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Section 8 (Withdrawal and Termination) of this Agreement.

6.3 **Integrated Resource Plan and Regulatory Compliance.** The Authority shall cause to be prepared an Integrated Resource Plan in accordance with California Public Utilities Commission regulations, and consistent with the terms of this Agreement, that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with other regulatory requirements including the State Renewable Portfolio Standard (RPS) and customer rate competitiveness. The Authority shall prioritize the development of cost competitive clean energy projects in San Diego and adjacent counties.

6.4 **Renewable Portfolio Standards.** The Authority shall provide its customers energy primarily from Category 1 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall avoid the procurement of energy from Category 2 or 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) to the extent feasible. The Authority's ultimate objective shall be to achieve—and sustain—a renewable energy portfolio with 100 percent renewable energy

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availability and usage, at competitive rates, within the Authority service territory by no later than 2035, and then beyond.

**7. FINANCIAL PROVISIONS**

7.1 **Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

7.2 **Depository.**

7.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

7.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection and duplication by the Parties at all reasonable times. Annual financial statements shall be prepared in accordance with Generally Accepted Accounting Principles of the United States of America within 6 months of the close of the fiscal year. The Board shall contract with a certified public accountant to make an annual audit of the financial statements of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

7.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its policies and procedures.

7.3 **Budget and Recovery Costs.**

7.3.1 **Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with its fiscal management policies that should include a deadline for approval.

7.3.2 **Funding of Initial Costs.**

(a) The City of San Diego shall fund the Initial Costs of establishing the Authority and implementing its CCA Program. In the event that the CCA Program becomes operational, the City of San Diego will be reimbursed for its Initial Costs on the terms set forth in this Section. The City shall first submit to the Founding Members a description of the types of costs, cost estimates, and interest for which it expects reimbursement. Reimbursable costs shall include,



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but not limited to, repayment of hard costs associated with CCA vendor contracts and Authority formation, reimbursement for the portion of staff costs associated with managing Authority and program formation and other out-of-pocket expenses directly attributable to the implementation of CCA through the Authority. The City will meet and confer with Founding Members in the development of its proposal for reimbursement to the Authority. The amount and the terms for City reimbursement shall be subject to the approval of the Authority Board. The Authority Board may establish a reasonable time period over which such Initial Costs are recovered once Authority revenues commence. In the event that the CCA Program does not become operational, to the extent Authority funds are available the City of San Diego may be reimbursed in accordance with section 8.6 of this Agreement.

- (b) The Authority shall also reimburse Founding Members for their Initial Costs in supporting the implementation of the Authority pursuant to the execution of an agreement specifying the services provided and their related costs. The Authority may establish reasonable costs and a reasonable time period over which such costs are recovered once Authority revenues commence. The Authority shall not provide for staff time costs or on-going cost reimbursement to Parties once the Authority becomes fully operational unless a specific Agreement between the Authority and the Party for specified services not otherwise provided by Authority staff has been approved by the Board.

7.3.3 Program Costs. The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through appropriate charges to CCA customers receiving such electric services.

7.3.4 No Requirement for Contributions or Payments. Parties are not required under this Agreement to make any financial contributions or payments to the Authority, and the Authority shall have no right to require such a contribution or payment unless expressly set forth herein (for example, as provided in Section 2.4.3, with respect to Additional Members and provided in Section 8.1, with respect to Withdrawal), or except as otherwise required by law.

Notwithstanding the foregoing, a Party may volunteer to provide, or negotiate terms with the Authority to provide the following:

- (a) contributions from its treasury for the purposes set forth in this Agreement;

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- (b) payments of public funds to defray the cost of the purposes of the Agreement and Authority;
- (c) advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
- (d) its personnel, equipment or property in lieu of other contributions or advances.

Any agreement with the Authority to provide any of the above-referenced contributions or payments shall require a Special Vote of the Board pursuant to Section 4.12.2.

No Party shall be required, by or for the benefit of the Authority, to adopt any local tax, assessment, fee or charge under any circumstances.

7.4 **Accounts and Reports.** The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection and duplication at all reasonable times by duly appointed representatives of the Parties. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Parties. The Treasurer shall cooperate with all regular audits required by Section 4.6.11 and 4.6.12.

7.5 **Funds.** The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

8. **WITHDRAWAL AND TERMINATION**

8.1 **Withdrawal**

8.1.1 **Withdrawal by Parties.** Any Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's Governing Body.

8.1.2 **Amendment.** Notwithstanding Section 8.1.1 (Withdrawal by Parties) of this Agreement, a Party may withdraw its membership in the Authority upon approval and execution of an amendment to this Agreement provided that the requirements of this Section 8.1.2 are strictly followed. A Party shall be deemed to have withdrawn its

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membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.

8.1.3 **Continuing Liability; Further Assurances.** A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 8.5 (Continuing Liability; Refund) of this Agreement, including, but not limited to, power purchase agreements and other Authority contracts and operational obligations. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Board shall also consider, pursuant to Section 3.2.12, adoption of a policy that allows a withdrawing Party to negotiate assignment to the Party of costs of electric power or other resources procured on behalf of its customers by the Authority upon its withdrawal. The Authority's policies shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party. In the implementation of this Section 8.1.3, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself.

8.2 **Termination of CCA Program.** Nothing contained in Section 6 or elsewhere in this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

8.3 **Involuntary Termination.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or Authority documents upon a two-thirds vote of the Board in which the minimum Equal Vote or Voting Shares Vote, as applicable in Section 4.11 (Board Voting) of this Agreement, shall be no less than two-thirds vote excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at

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which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 8.5 (Continuing Liability; Refund) of this Agreement.

- 8.4 **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 8.1 (Withdrawal) of this Agreement.
- 8.5 **Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the effective date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities commencing or arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for (a) any damages, losses, or costs incurred by the Authority which result directly from the Party's withdrawal or termination, including but not limited to costs arising from the resale of capacity, electricity, or any attribute thereof no longer needed to serve such Party's load; and (b) any costs or obligations associated with the Party's customer participation in any program in accordance with the program's terms, provided such costs or obligations were incurred prior to the withdrawal of the Party. The withdrawing Party agrees to pay any such deposit determined by the Authority to cover the Party's liability for the operational and contract costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party. In the implementation of this Section 8.5, the Parties intend, to the maximum extent possible, without compromising the viability of ongoing Authority operations, that any claims, demands, damages, or liabilities covered hereunder, be funded from the rates paid by CCA Program customers located within the service territory of the withdrawing Party, and not from the general fund of the withdrawing Party itself.
- 8.6 **Disposition of Authority Assets.** Upon termination of this Agreement and dissolution of the Authority by all Parties, and after payment of all obligations of the Authority, the Board
- 8.6.1 May sell or liquidate Authority property; and

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8.6.2 Shall distribute assets to Parties in proportion to the contributions made by the existing Parties.

Any assets provided by a Party to the Authority shall remain the asset of that Party and shall not be subject to distribution under this section.

9. **MISCELLANEOUS PROVISIONS**

- 9.1 **Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 60 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.
- 9.2 **Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.
- 9.3 **Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective governing board members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts and omissions of the Authority.
- 9.4 **Notices.** Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each Party. The Parties may give notice by (1) personal delivery; (2) e-mail; (3) U.S. Mail, first class postage prepaid, or a faster delivery method; or (3) by any other method deemed appropriate by the Board.

Upon providing written notice to all Parties, any Party may change the designated address or e-mail for receiving notice.

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All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by “first class” mail; or (3) the date of transmission, when sent by e-mail or facsimile.

- 9.5 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each Party.
- 9.6 **Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This section does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of the proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 9.7 **Severability.** If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were adjudged invalid or void by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.
- 9.8 **Governing Law.** This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply.
- 9.9 **Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.
- 9.10 **Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

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CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
(Insert Name), Mayor

ATTEST:

By: \_\_\_\_\_  
(Insert Name), City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Insert Name), City Attorney

00-21133

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit A: Definitions**

"AB 117" means Assembly Bill 117 (Stat. 2002, Ch. 838, codified at Public Utilities Code Section 366.2), which created Community Choice Aggregation.

"Act" means the Joint Exercise of Powers Act of the State of California (Chapter 5, Division 7, Title 1 of the Government Code commencing with Section 6500).

"Agreement" means this Joint Powers Agreement.

"Authority" means San Diego Regional Community Choice Energy Authority.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Policies and Procedures, the annual budget, and plans and policies.

"Board" means the Board of Directors of the Authority.

"Community Choice Aggregation" or "CCA" means an electric service option available to cities, counties, and other public agencies pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in Section 2.3 (Purpose) of this Agreement.

"Days" shall mean calendar days unless otherwise specified by this Agreement.

"Director" means a member of the Board representing a Party, including up to two alternate Directors appointed in accordance with Sections 4.1 (Board of Directors) and 4.2 (Appointment and Removal of Directors) of this Agreement.

"Effective Date" means the date on which the Agreement shall become effective and the Authority shall exist as a separate public agency, as further described in Section 2.1 (Effective Date and Term) of this Agreement.

"Founding Member" means any jurisdiction that joins with the City of San Diego to form the San Diego Regional CCE Authority in 2019, as identified in Exhibit B. Founding members shall not incur any expenses related to their membership in the Authority or its operational implementation.

"Governing Body" means: for the County of San Diego, its Board of Supervisors; for any city other than San Diego, its City Council; for San Diego, the Mayor and the City Council; and, for any other public agency, the equivalent policy making body that exercises ultimate decision-making authority over such agency.



SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

"Initial Costs" means implementation costs advanced by the City of San Diego and other Founding Members in support of the formation of the Authority, which are (a) directly related to the establishment of the Authority and its CCA program, and (b) incurred by the Authority or its Members relating to the initial operation of the Authority, such as the hiring of the executive and operations staff, any required accounting, administrative, technical and legal services in support of the Authority's initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. Initial Costs do not include costs associated with the investigation of the CCA model, attendance at routine planning meetings, or a Party's pre-formation reports related to their decision to pursue CCA or join the Authority. The Authority Board shall determine the repayment timing and termination date for the Initial Costs.

"Investor Owned Utilities" means a privately-owned electric utility whose stock is publicly traded. It is rate regulated and authorized to achieve an allowed rate of return.

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions as defined above in "Founding Members" or in Section 2.4 (Addition of Parties) of this Agreement, such that they are considered members of the Authority.

"Party" means, singularly, a signatory to this Agreement that has satisfied the conditions as defined above in "Founding Members" or in Section 2.4 (Addition of Parties) of this Agreement, such that it is considered a member of the Authority.

"Public Agency" as defined in the Act includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, a county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to the Act.

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit B: List of Founding Members**

City of San Diego

City of Chula Vista

City of Encinitas

City of La Mesa

City of Imperial Beach

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit C: Annual Energy Use by Jurisdiction**

<b>Party</b>	<b>MWh</b>
San Diego	6,300,000*
Chula Vista	702,000*
Encinitas	231,000**
La Mesa	217,000*
Imperial Beach	108,500

\* 2018 data provided by SDG&E

\*\*2017 data provided by SDG&E

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit D: Voting Shares of Founding Members**

<b>Party</b>	<b>MWh</b>	<b>Voting Share</b>
San Diego	6,300,000*	49.00%
Chula Vista	702,000*	28.45%
Encinitas	231,000**	9.36%
La Mesa	217,000*	8.79%
Imperial Beach	108,500	4.40%
Total	7,558,500	100.00%

\* 2018 data provided by SDG&E

\*\*2017 data provided by SDG&E

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit E: Signatures**

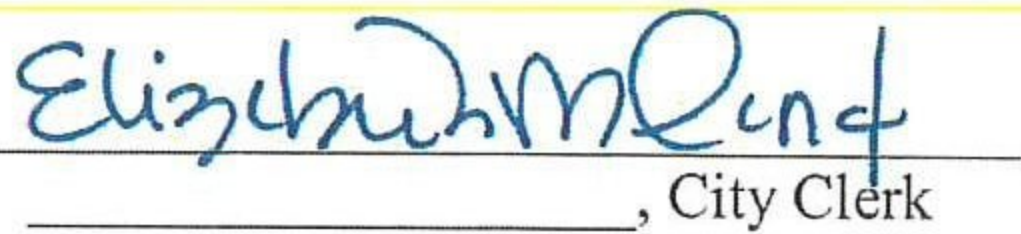
CITY OF San Diego

By: \_\_\_\_\_

  
\_\_\_\_\_, Mayor

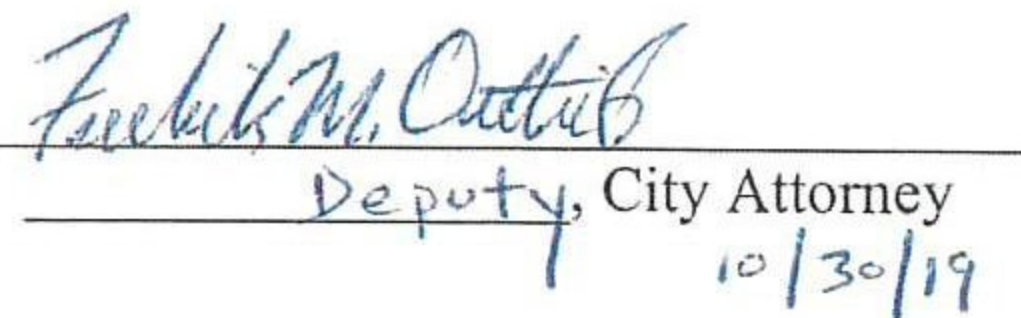
ATTEST:

By: \_\_\_\_\_

  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

  
\_\_\_\_\_  
Deputy, City Attorney  
10/30/19

R-312666

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit E: Signatures**

CITY OF Chula Vista

By:   
Mary Casillas Salas, Mayor

ATTEST:

By:   
Kerry K. Bigelow, City Clerk

APPROVED AS TO FORM:

By:   
Glen R. Googins, City Attorney

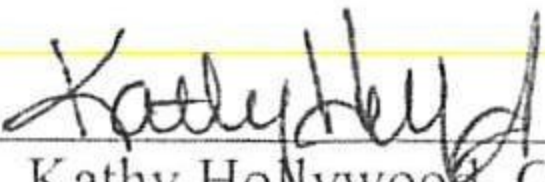
SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit E: Signatures**

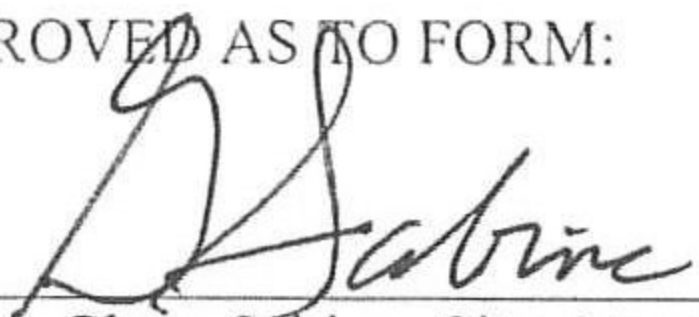
CITY OF Encinitas

By:  10/9/19  
Karen P. Brust, City Manager

ATTEST:

By:   
Kathy Hollywood, City Clerk


APPROVED AS TO FORM:

By:  9/30/18  
Glenn Sabine, City Attorney

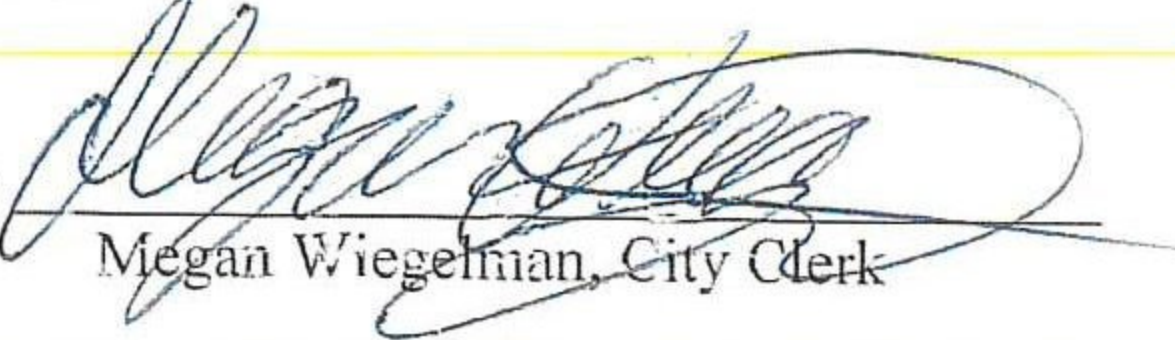
SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit E: Signatures**

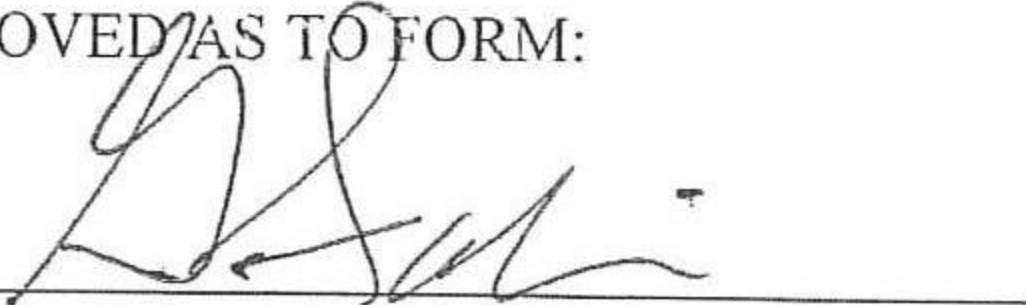
CITY OF La Mesa

By:   
Mark Arapostathis, Mayor

ATTEST:

By:   
Megan Wiegelman, City Clerk

APPROVED AS TO FORM:

By:   
Glenn Sabine, City Attorney



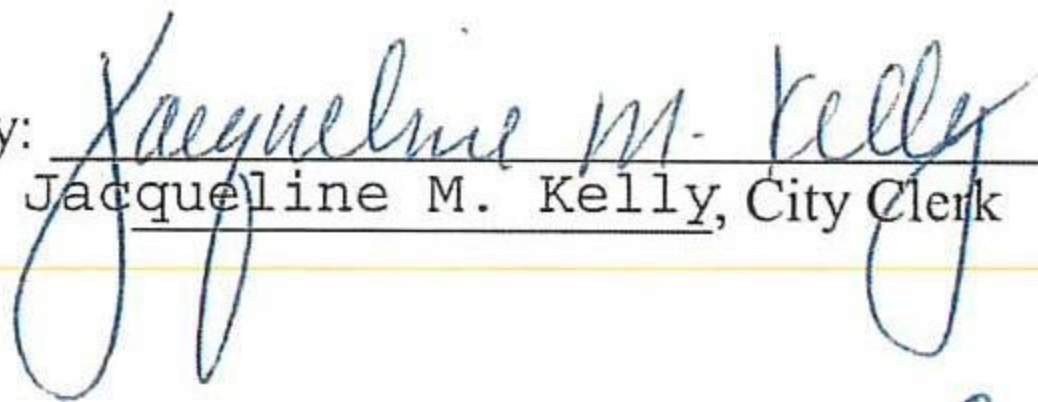
SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY –  
JOINT POWERS AGREEMENT

**Exhibit E: Signatures**

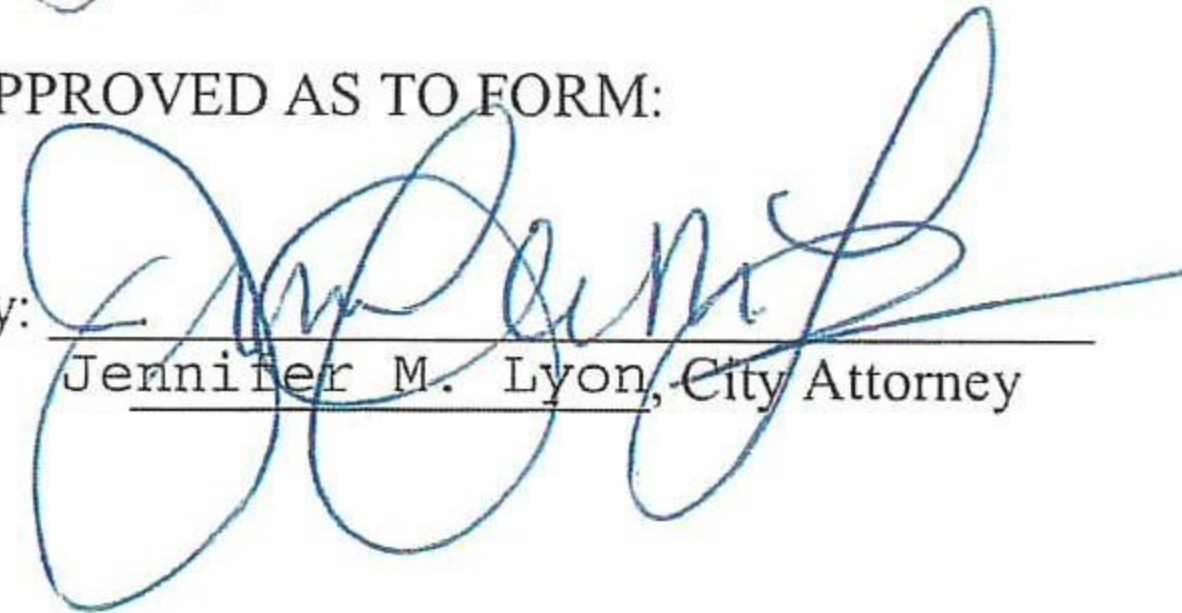
CITY OF Imperial Beach

By:   
\_\_\_\_\_  
Serge Dedina, Mayor

ATTEST:

By:   
\_\_\_\_\_  
Jacqueline M. Kelly, City Clerk

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Jennifer M. Lyon, City Attorney

**FIRST AMENDMENT TO THE  
SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY  
JOINT POWERS AGREEMENT**

This First Amendment to the Joint Powers Agreement for the San Diego Regional Community Choice Energy Authority (First Amendment) is made and entered into by and between those certain public agencies, hereinafter referred to as the Parties, which have duly executed, pursuant to resolution or ordinance, the Joint Powers Agreement for the San Diego Regional Community Choice Energy Authority (Authority), as follows:

**RECITALS**

WHEREAS, the Joint Powers Agreement for the San Diego Regional Community Choice Energy Authority (Agreement), was executed by the Cities of San Diego, Chula Vista, Encinitas, La Mesa, and Imperial Beach, effective October 1, 2019, to provide electricity service to residents and businesses located within the municipal boundaries of the public agencies in a responsible, reliable, innovative, and efficient manner.

WHEREAS, on November 21, 2019, the Authority's Board of Directors voted and approved changing the Authority's name from "San Diego Regional Community Choice Energy Authority" to "San Diego Community Power".

WHEREAS, the Agreement may be amended in the manner set forth in Section 4.12.2, subsection (c) of the Agreement.

Now THEREFORE, it is mutually agreed by and between the Parties hereto to amend the Agreement, as follows:

1. Amendment of Agreement to Change the Name: The Agreement is hereby amended to change the name of the Authority to "San Diego Community Power  
." All references to "San Diego Regional Community Choice Energy Authority" or "SDRCCEA", such as set out in the title of the Agreement, Section 2 (Formation), and in all other places throughout the Agreement, shall be changed to "San Diego Community Power, or SDCP".
2. Except as specifically amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the date listed below.

IN WITNESS WHEREOF, the Interim Executive Officer of the Authority, authorized by the Board on November 21, 2019, has executed this First Amendment of the Joint Powers Agreement on behalf of the Authority.

SAN DIEGO REGIONAL COMMUNITY CHOICE ENERGY AUTHORITY

Date: 11/22/19

By:  \_\_\_\_\_

CODY HOOVEN  
Interim Executive Officer

**RESOLUTION NO. 2021 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) ACKNOWLEDGING THE PRELIMINARY UPDATE TO THE CLIMATE ACTION, AND (2) DIRECTING STAFF TO RETURN TO COUNCIL WITH A CCA ORDINANCE AND JOINT POWERS AGENCY AGREEMENT WITH SAN DIEGO COMMUNITY POWER (SDCP)**

**WHEREAS**, in 2019, City of National City ("City") staff presented to City Council a preliminary report on the feasibility of possible Community Choice Aggregation ("CCA") models and associated pros and cons with each one; and

**WHEREAS**, City Council directed City staff to continue to monitor the development of the San Diego County CCAs and return to City Council with an update; and

**WHEREAS**, City staff provides City Council with the following updates:

1. joining a CCA is a key strategy to the preliminary update to the Climate Action Plan; and
2. under a CCA, residents, and businesses have the opportunity to choose who will purchase electricity on their behalf - either the CCA or the incumbent utility; and
3. under a CCA, residents and businesses can also select the renewable content of their electricity, giving customers the choice of where to purchase their power; and
4. twenty-three CCAs are operating throughout the State, serving more than eleven million customers, including two CCAs in San Diego County – Clean Energy Alliance ("CEA") and San Diego Community Power ("SDCP")
5. the SDCP is a Joint Power Agency ("JPA") that was formed in September of 2019 and begun serving its first customers in March of 2021; and
6. Agencies currently participating in the SDCP are the City of San Diego, Chula Vista, La Mesa, Encinitas, and Imperial Beach. The County of San Diego recently also decided to join SDCP after many years of research and information gathering on their part, bringing the total accounts to be served by SDCP to approximately 950,000; and
7. CEA consists of the cities of Carlsbad, Del Mar, and Solana Beach, and CEA serves about 60,000 customer accounts; and

**WHEREAS**, City staff reviewed the SDCP and CEA JPA agreements to evaluate issues of concern including, but not limited to, governance structure, goals, priorities, local building efforts, and legislative and regulatory advocacy of member agencies; and

**WHEREAS**, City staff believes both CCAs are viable options but recommends SDCP for the following reason: (1) it is a quickly maturing CCA, with 12 permanent staff already in place, (2) the larger number of accounts that SDCP serves would spread fixed cost over a larger number, therefore, lowering costs to users, and (3) SDCP is already securing new long-term local renewables and storage and will have significant cash reserves in place when the City is projected to launch; and

**WHEREAS**, City staff advises if City Council desires to join SDCP, per Utilities Code Section 366.2(c)(12), City Council will need to adopt an ordinance electing to do so within its jurisdiction; and

**WHEREAS**, City staff further advises that said ordinance would automatically transfer all SDGE accounts in the City to the CCA but would allow any account to opt-out with minimal effort; and

**WHEREAS**, City staff requests City Council direction to return to City Council with a CCA ordinance and Joint Powers Agency agreement with SDCP at a future meeting.

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

**Section 1:** Acknowledges the preliminary update to the Climate Action Plan and directs City staff to return to City Council with a CCA ordinance and Joint Powers Agency agreement with San Diego Community Power ("SDCP") at a future City Council meeting.

///

Resolution No. 2021 –  
Page Three

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

**PASSED and ADOPTED this 21st day of September, 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 acceptance of the Library Access on the Go Grant from the State Library in the amount of \\$16,421 to cover the costs associated with creating an app for National City Public Library and the establishment of Library Grants Fund appropriations of \\$16,421 and corresponding revenue budget for Library Access on the Go with no matching funds required. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** September 21, 2021

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California authorizing the acceptance of the Library Access on the Go grant from the State Library in the amount of \$16,421 to cover the costs associated with creating an app for National City Public Library and the establishment of Library Grants Fund appropriations of \$16,421 and corresponding revenue budget for Library Access on the Go with no matching funds required.

**PREPARED BY:** Joyce Ryan, Library & Community Services  
Director

**PHONE:** 619-470-5882

**DEPARTMENT:** Library & Community Services

**APPROVED BY:** 

**EXPLANATION:**

Please see attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Revenue:  
320-31330-3463 Library State Grant

Expenditures:  
320-431-330-299-0000 Contract Services  
320-431-330-101-0000 Full-time Salaries

**APPROVED:**  Finance  
**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Approved by the Library Board of Trustees on September 1, 2021.

**ATTACHMENTS:**

1. Staff Report
2. State Library's Award Letter with Award Agreement and Certificate of Compliance
3. Resolution





## City Council Staff Report

September 21, 2021

### ITEM

Resolution of the City Council of the City of National City, California authorizing the acceptance of the Library Access on the Go grant from the State Library in the amount of \$16,421 to cover the costs associated with creating an app for National City Public Library and the establishment of Library Grants Fund appropriations of \$16,421 and corresponding revenue budget for Library Access on the Go with no matching funds required.

### BACKGROUND

The growing use of smartphones is a primary and economical means of online home internet access for many Americans. Pew Research shows that eighty-five percent of Americans own a smartphone and ninety-five percent of 18-49 year olds own a smartphone.<sup>1</sup> As a device, a smartphone can personalize the user's interaction with technology through the use of mobile apps. When users can create their personalized content, they are more engaged in their interests and in the tool itself. Also, notifications through an app can reach users instantly in a non-intrusive manner.

### EXPLANATION

On July 23, 2021, the California State Library awarded \$16,421 in grant funding to the National City Public Library for the Library Access on the Go project. With these grant funds the National City Public Library will create, implement, and promote a mobile app to increase library awareness, allow users to access library services and resources at their own time and convenience, and unlock the power of better connection with library patrons.

Currently, users access the Library's website to look for e-resources, materials and view their account. By creating an app that is portable, interactive and easy to use, NCPL will provide users fast and convenient access to these library resources. The app platform is also available in Spanish, if that is the user's preferred language. In addition, library patrons can elect to receive notifications from the library on programs and services. The mobile app package is available through the Library's electronic catalog service and is fully customizable. The grant funds pay for Year 1 of the mobile app, the start-up costs, and personnel costs for its launch.

### RECOMMENDATION

<sup>1</sup> Pew Research Center: Internet and Technology (2021, April 7). Demographics of mobile device ownership and adoption in the United States. Retrieved September 1, 2021, from <https://www.pewresearch.org/internet/fact-sheet/mobile/>

Adopt a resolution approving the acceptance of the Library Access on the Go grant from the State Library in the amount of \$16,421 to cover the costs associated with creating an app for National City Public Library.

**FISCAL IMPACT**

Adoption of the resolution will approve the acceptance of grant funds in the amount of \$16,421 for the Library Access On the Go project.

After the initial set-up costs covered by grant funds, there will be an annual cost of \$4,930 for FY 2022/23 to sustain the service which can be absorbed into the existing budget.



July 23, 2021

Joyce Ryan, Library and Community Services Director  
National City Public Library  
1401 National City Boulevard  
National City, CA 91950-4401

Dear Ms. Ryan:

We are pleased to approve the grant application for the Library Access on the Go project for a total of \$16,421 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the Grant Guide located on the California State Library's [Manage Your Current Grant](#) webpage for more information and review the following:

#### LSTA Funds

Processing of grant payments may take from eight to 10 weeks before delivery. If you haven't received payment 10 weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

#### Project Support

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Lynne Oliva at [lynne.oliva@library.ca.gov](mailto:lynne.oliva@library.ca.gov). You're also assigned a Project Advisor for ongoing programmatic support. Your Project Advisor is Linda Stewart at [stewart@plpinfo.org](mailto:stewart@plpinfo.org).

Please stay in touch with your Grant Monitor and Project Advisor throughout the award period. Read the enclosed award packet and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

Greg Lucas  
California State Librarian

cc: Anne Defazio [anne.defazio@nationalcitylibrary.org](mailto:anne.defazio@nationalcitylibrary.org)  
Linda Stewart [stewart@plpinfo.org](mailto:stewart@plpinfo.org)  
Lynne Oliva [lynne.oliva@library.ca.gov](mailto:lynne.oliva@library.ca.gov)  
Nicole Bravin [nicole.bravin@library.ca.gov](mailto:nicole.bravin@library.ca.gov)  
Angie Shannon [angie.shannon@library.ca.gov](mailto:angie.shannon@library.ca.gov)  
Reed Strege [reed.strege@library.ca.gov](mailto:reed.strege@library.ca.gov)  
Natalie Cole [natalie.cole@library.ca.gov](mailto:natalie.cole@library.ca.gov)

**THE BASICS – YOUR LSTA GRANT AWARD**

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

Award #:	40-9219
File #:	L-10
IMLS #:	LS-249951-OLS-21
ORGANIZATION:	National City Public Library
Project Title:	Library Access on the Go
Award Amount:	\$16,421

**2021/2022 LSTA APPROVED BUDGET**

Salaries/Wages/Benefits	\$7,555
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$
Equipment (\$5,000 or more per unit)	\$
Services	\$8,866
Project Total	\$16,421
Indirect Cost	\$
Grant Total	\$16,421
Payment Schedule	IN FULL

Start Date:	7/30/2021
End Date:	6/30/2022

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.

**REPORTING**

Financial and program narrative reports are required. All required reporting materials, as well as the Grant Guide, will be located on the California State Library's [Manage Your Current Grant](#) webpage. The Grant Guide for this project will list specific reporting due dates. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

**PAYMENTS**

Please note this clarification regarding payments. If your full grant amount is \$20,000 or more, ten percent (10%) of the grant award is withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant program.



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)  
**AWARD AGREEMENT AND  
CERTIFICATION OF COMPLIANCE**

National City Public Library  
Library Access on the Go  
40-9219  
2021-2022  
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National City Public Library  
Library Access on the Go  
40-9219  
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## PROJECT SUMMARY

### **AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and National City Public Library for the Library Access on the Go AWARD AGREEMENT NUMBER 40-9219**

This Award Agreement ("Agreement") is entered into on July 30, 2021 by and between the California State Library ("State Library") and National City Public Library, ("Subrecipient").

This Award Agreement pertains to National City Public Library's LSTA-funded Library Access on the Go project.

The Library Development Services Division ("LDS") of the State Library supports programs related to library development and cooperation through the administration of state and federal funds.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$16,421 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

National City Public Library  
Library Access on the Go  
40-9219  
2021-2022  
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## PROCEDURES and REQUIREMENTS

### Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until September 30, 2022. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on June 30, 2022 and all eligible program costs must be incurred by this date.

### Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to LSTA Competitive (Local) Grant Award opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
  - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
  - Make financial records available to the State Library upon request.
  - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
  - Prepare and submit required narrative and financial reports.
  - Procure equipment, and other supplies as needed for the project.
  - Issue contracts for services, personnel, and consultants.
  - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
  - Oversee the implementation of project activities.

### Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.



National City Public Library  
 Library Access on the Go  
 40-9219  
 2021-2022  
 Page 4 of 41

## Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July - September	1 <sup>st</sup> Quarter Financial Report Due	October 15, 2021
October - December	2 <sup>nd</sup> Quarter Financial Report Due and Mid Project Program Narrative Report Due	January 15, 2022
January - March	3 <sup>rd</sup> Quarter Financial Report Due	April 15, 2022
April - Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2022
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	August 31, 2022

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.

National City Public Library  
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5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

## **Claim Form and Payment**

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**  
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.
8. **Budget Contingency Clause**

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- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.

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## EXHIBIT A: TERMS AND CONDITIONS

1. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.
  - a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
  - b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

*"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."*

As appropriate, this disclaimer should be added:

*"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."*
  - c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
  - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).

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- e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
  - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
2. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
  3. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
  4. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
  5. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the

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California State Library, the Subrecipient, and their respective successors and assigns.

6. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

7. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
8. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

<b>National City Public Library</b>	<b>California State Library</b>
Joyce Ryan	Lynne Oliva
jryan@nationalcityca.gov	lynne.oliva@library.ca.gov

9. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is

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protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

10. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
11. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
12. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
13. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention

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of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.

14. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The Subrecipient's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

1) Receive a copy of the Subrecipient's drug-free workplace policy statement.

2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

15. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.



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16. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
17. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
18. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).
19. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.
20. Federal and State Taxes: The State Library shall not:
- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
  - b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
  - c. Withhold Federal or State income taxes from Subrecipient's payments

Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

21. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its

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contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

22. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
23. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
24. Funding Contingency:
- a. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
  - b. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2021-2022 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
  - c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
  - d. The California State Library has the option to amend the grant award to reflect any reduction of funds.
  - e. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.
25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

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26. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
27. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
28. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
29. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant or contract under this award; and

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- b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.
30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations.
- During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$16,421 and shall be expended/encumbered in the designated award period.
31. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
32. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

33. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.
  - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.
  - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.
  - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
  - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
34. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached

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hereto (collectively referred to as "Terms"). Subrecipient's California State Library-approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

35. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily

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complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to California State Library's 10 percent (10%) retention policy.

- e. Lodgings, Meals and Incidentals: Subrecipient's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Monitor for more information).
  - f. Payment will be made only to the Subrecipient.
  - g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
36. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipients expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
37. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
38. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
39. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*

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40. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
41. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).
- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.
42. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
43. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
44. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant



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program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.

45. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
46. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
47. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
  - a. The subrecipient shall be responsible for the submission of two Narrative Reports, unless otherwise noted in the Grant Guide for the project located on the State Library's website, on the progress and activities of the project to the State Library within 30 days following the end of the designated quarter.
  - b. The subrecipient shall submit quarterly Financial Reports to the State Library, unless otherwise noted in the Grant Guide for the project located on the State Library's website. These reports are to reflect the expenditures made by the subrecipient under the agreement. The financial reports are to be submitted within 30 days following the end of the designated quarter.
  - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library

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agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. In full payments are typically made for awards totaling \$20,000 or less.
- e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
- f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of the award period must be received at least 30 days prior to that deadline.
- g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:
  - o \$16,421 upon execution of the agreement and submission of claim by fiscal agent
  - o If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of \$0
  - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$0
- h. If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the subrecipient, the subrecipient shall refund to the California State Library the amount of such excess payment.

48. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or

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entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

49. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
50. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
51. Subrecipient: The Subrecipient is the the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.
- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.
  - b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.
52. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.
53. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

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54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this

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Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
59. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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## EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact Lynne Oliva, LSTA Coordinator at [lynne.oliva@library.ca.gov](mailto:lynne.oliva@library.ca.gov). A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

- 1. ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
- 2. ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)

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- 3. ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Alcoholic Beverages](#)
- 4. BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
- 5. CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
- 6. CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
- 7. ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
- 8. FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)

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- 9. GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)
- 10. INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on



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official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate of 58 cents per mile (CPM). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: Travel

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)

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## EXHIBIT C: LSTA AWARD REQUIREMENTS

### CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

#### **An individual applicant that is CIPA compliant.**

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

**Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.**

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All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

### **Not Subject to CIPA Requirements.**

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

### **Contracting Guidance**

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

### **Accessibility**

The State of California's website is designed, developed and maintained to be in compliance with California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

This State of California's website accepts no responsibility for the content or accessibility of the external websites or external documents linked to on this website.

The California State Library reserves the right to post project materials to the California State Library website. **Project materials generated by LSTA funded projects must meet the [California Accessibility Standards](#).**

If for some reason a project material cannot be made accessible, please still submit it to the State Library but **make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.**

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications

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- Survey templates
- Project marketing materials

**Additional accessibility resources:**

- [State of California's Accessibility webpage](#)
- [Americans with Disabilities Act Notice](#)
- [California Commission on Disability Access](#)
- [California Department of Rehabilitation](#)
- [U.S. Access Board](#)

### **Language Access Services**

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.

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## EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application.
4. The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
  - a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)
  - b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

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California Code of Regulations established by the California Office of Administrative Law

5. The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.
6. The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$16,421. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.
7. **FUNDING CONTINGENCY:**
  - a. It is mutually understood between the parties that this grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
  - b. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2021-2022 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
  - c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
  - d. The California State Library has the option to amend the grant award to reflect any reduction of funds.
  - e. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.
8. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).

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9. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - i. receive a copy of the company's drug-free workplace policy statement; and,
    - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

10. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

**Current State Employees (Pub. Contract Code § 10410):**

- a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code § 10411):**

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

11. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
12. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
13. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



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14. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

15. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
- d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
- e. The requirements of any other nondiscrimination statute(s) which may apply.

16. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;
- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.

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- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**17. TRAFFICKING IN PERSONS:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

18. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

**19. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):**

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.
- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of

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others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- draft legislation or resolutions
- travel to meetings of governmental bodies urge passage of legislation or resolutions
- survey voters regarding passage and drafting of legislation or resolutions
- pay governmental fees (use fees, ballot filing fees, permits, etc.)

**20. DRUG-FREE WORKPLACE:**

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

21. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

22. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- An individual applicant that is CIPA compliant
- Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- Not subject to CIPA requirements

23. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

24. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply

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with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.


25. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.

26. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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## Certification

<b>ORGANIZATION</b>	
<b>Name:</b> National City Public Library	<b>Address (official and complete):</b> 1401 National City Blvd. National City, CA 91950
<b>PROJECT COORDINATOR</b>	
<b>Name:</b> Anne Defazio	
<b>Email:</b> adefazio@nationalcityca.gov	<b>Phone:</b> (619) 470-5884
<b>SUBRECIPIENT AUTHORIZED REPRESENTATIVE</b>	
<b>Name:</b> Joyce Ryan	<b>Title:</b> Library & Community Services Director
<b>Email:</b> jryan@nationalcityca.gov	<b>Phone:</b> (619) 470-5882
<b>Signature:</b> 	<b>Date:</b> 8/19/21
<b>STATE LIBRARIAN OR DESIGNEE</b>	
<b>Name:</b>	
<b>Signature:</b>	<b>Date:</b>

CALIFORNIA STATE LIBRARY  
Library Services and Technology Act

INVOICE #: 40-9219-001

FINANCIAL CLAIM  
1ST PAYMENT

PO #:

FY: 21/22  
FAIN: LS-249951-OLS-21  
ITEM NO: 6120-211-0890, Chapter 21, Statutes of 2021  
PURCHASING AUTHORITY NUMBER: CSL-6120  
REPORTING STRUCTURE: 61202000  
COA: 5432000  
PROGRAM #: 5312  
SCHEDULE NO:  
SCHEDULE DATE:

DATE: 8/19/21

Claim of: National City Public Library

Address: 1401 National City Blvd., National City, CA 91950

For: National City Public Library  
(Name of System or Agency)

Project Title: Library Access on the Go

Amount Claimed: \$16,421

Grant Award Number: 40-9219

For Period From: upon execution to end of grant period

Type of Payment                      PROGRESS                      FINAL                      IN FULL  
Payable Upon Execution of Agreement

**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

by   
(Signature of the authorized representative)  
Library & Community Services Director  
(Title)

State of California, State Library Fiscal Office

by \_\_\_\_\_ date \_\_\_\_\_  
(State Library representative)

MAIL ONE ORIGINAL SIGNATURE TO:  
  
California State Library  
Fiscal Office – LSTA  
P.O. Box 942837  
Sacramento, CA 94237-0001

**RESOLUTION NO. 2021 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF THE LIBRARY ACCESS ON THE GO GRANT FROM THE STATE LIBRARY IN THE AMOUNT OF \$16,421 TO COVER THE COSTS ASSOCIATED WITH CREATING AN APP FOR THE NATIONAL CITY PUBLIC LIBRARY AND THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATIONS IN THE AMOUNT OF \$16,421 AND CORRESPONDING REVENUE BUDGET FOR THE LIBRARY ACCESS ON THE GO WITH NO MATCHING FUNDS REQUIRED**

**WHEREAS**, on July 23, 2021, the California State Library awarded \$16,421 in grant funding to the National City Public Library for the Library Access on the Go project; and

**WHEREAS**, the grant funds will allow the National City Public Library to create, implement, and promote a mobile app to increase library awareness, allow users to access library services and resources at their own time and convenience, and unlock the power of better connection with library patrons; and

**WHEREAS**, currently, users access the Library's website to look for e-resources, materials and view their account; and

**WHEREAS**, the grant funds pay for Year 1 of the mobile app, the start-up costs, and personnel costs for its launch.

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

**Section 1:** Authorizes the acceptance of the Library Access on the Go Grant from the State Library in the amount of \$16,421 to cover the costs associated with creating an app for the National City Public Library.

**Section 2:** Authorizes the establishment of Library Grants Fund appropriations in the amount of \$16,421 and a corresponding revenue budget for the Library Access on the Go Grant with no matching funds required.

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

///

**PASSED and ADOPTED this 21st day of September, 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: [City Manager Report.  
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
09/21/21

**City Manager Report**

**(City Manager)**