



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, NOVEMBER 16, 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. For Public Comments see "PUBLIC COMMENTS" section below

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

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

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

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

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

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.

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. Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

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

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

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

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov, 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.

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

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

1. [Motion of the City Council of the City of National City, California 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. \(City Clerk\)](#)
2. [Approval of Meeting Minutes: City Council and Community Development Commission - Housing Authority of the City of National City Virtual Regular Meeting - October 5, 2021; Special Meeting of the City Council of the City of National City Virtual Special Closed Session Meeting - October 5, 2021. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services \(CLLS\) Grant in the amount of \\$39,141 to fund the National City Public Library's Literacy Services Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \\$39,141 and corresponding revenue budget. \(Library and Community Services\)](#)
4. [Resolution of the City Council of the City of National City, California authorizing the City Manager to amend the agreement between the City of National City \("City"\) and ICF Center for Cross Border Philanthropy D.B.A. Olivewood Gardens and Learning Center for the maintenance and operation of a community garden \("operator"\) and exercising a first option to extend the](#)

- agreement for a 24 month period from November 16, 2021 to November 15, 2023. (Library and Community Services)
5. Resolution of the City Council of the City of National City, California authorizing the acceptance of the Community Enhancement Grant from the County of San Diego in the amount of \$5,000 to cover costs associated with the annual Kimball Holiday event and the establishment of grant fund appropriations of \$5,000 and corresponding revenue budget. (Library and Community Services)
 6. Resolution of the City Council of the City of National City, California approving the settlement between Leanna Navarro and the City of National City. (City Attorney)
 7. Resolution of the City Council of the City of National City, California authorizing the Mayor to execute the Agreement between the City of National City and Devaney Pate Morris Cameron, LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims for the total not to exceed amount of \$75,000.00 per case and approving the City Attorney's execution of same. (City Attorney)
 8. Resolution of the City Council of the City of National City, California approving a General Fund appropriation in the amount of \$22,000 for fiscal year 2020-2021 for outside legal support from Liebert Cassidy Whitmore for employment law matters. (Human Resources)
 9. Resolution of the City Council of the City of National City, California: 1) awarding a contract to Crest Equipment Inc. in the not-to-exceed amount of \$1,281,798.37 for the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02; 2) authorizing a 15% contingency in the amount of \$192,269.76 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
 10. Resolution of the City Council of the City of National City, California: 1) awarding a contract to Tri-Group Construction and Development, Inc. in the not-to-exceed amount of \$1,403,820.00 for the Citywide Safe Routes to School Project, CIP No. 19-04; 2) authorizing a 15% contingency in the amount of \$210,573.00 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
 11. Resolution of the City Council of the City of National City, California authorizing the installation of red curb "No Parking" on the east side of the driveway adjacent to the property located at 225 E. 26th Street in order to improve visibility for vehicles exiting the driveway onto E. 26th Street (TSC No. 2021-20). (Engineering/Public Works)
 12. Temporary Use Permit – 22nd Annual Fiesta Filipiniana-Mexicana Karaoke Competition hosted by the Seafood City Supermarket on December 11, 2021

- [from 11 a.m. to 8 p.m. at 1420 E. Plaza Blvd with no waiver of fees. \(Community Development\)](#)
13. [Local Agency Development Impact Fee Report for Fiscal Year 2020-2021. \(Finance\)](#)
 14. [Warrant Register #14 for the period of 9/29/21 through 10/5/21 in the amount of \\$3,074,425.90. \(Finance\)](#)
 15. [Warrant Register #15 for the period of 10/06/21 through 10/14/21 in the amount of \\$769,998.59. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

16. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California approving a Zone Change from Major Mixed-Use District \(MXD-2\) to Service Commercial \(CS\) and Open Space \(OS\), and amendment to Chapter 18.22.020 of the Municipal Code to allow for used auto sales in the CS zone for construction of a Carmax dealership on property located on the north side of Plaza Bonita Road, west of Sweetwater Road, and east of Interstate 805. \(Applicant: Carmax\) \(Case File No. 2016-30 ZC, A\) \(Planning\)](#)
17. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California amending Chapter 11.52 \(Bicycles\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2021-03 A\) \(Planning\)](#)

NON CONSENT RESOLUTIONS

18. [Resolution of the City Council of the City of National City, California approving proposed amendments to the Community and Police Relations Commission \(CPRC\) Operating Procedures and Bylaws. \(City Manager\)](#)
19. [Resolution of the City Council of the City of National City, California amending City Council Manual Policy No. 107. \(City Clerk\)](#)
20. [Resolution of the City Council of the City of National City, California authorizing various fiscal year 2022 first quarter budget adjustments. \(Finance\)](#)

NEW BUSINESS

21. [Update on implementation of the Parking Action Plan for Downtown National City. \(Community Development\)](#)

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

22. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

23. [Request to consider a resolution in support of Micro Enterprise Home Kitchen Operations \(MEHKO\) - Vice Mayor Jose Rodriguez.](#)

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 - December 7, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City, California 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 # ____
11/16/21

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: [Approval of Meeting Minutes: City Council and Community Development Commission - Housing Authority of the City of National City Virtual Regular Meeting - October 5, 2021; Special Meeting of the City Council of the City of National City Virtual Special Closed Session Meeting - October 5, 2021. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # _____

11-16-2021

APPROVAL OF MEETING MINUTES

CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY:

Virtual Regular Meeting: October 5, 2021

SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY:

Virtual Special Closed Session Meeting: October 5, 2021

(City Clerk)



**MINUTES OF THE VIRTUAL REGULAR MEETING
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY**

October 5, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic, and AB 361 adopted by the City Council every 30 days.

The City Council minutes are prepared and ordered to correspond to the City Council Agenda. Agenda Items can be taken out of order during the meeting. The Agenda Items were considered in the order presented.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 6:05 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gilman, Williams, Parra, Tellez, Ryan, Brennan, Meteau, Hernandez, Yano, and Barrera.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Rodriguez led the Pledge of Allegiance.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Molina.

Three (3) spoken comments were registered and spoken into the record: Becky Rapp, Peggy Walker, and Barbara Gordon.

No written comments were received.

Mayor Sotelo-Solis announced that the meeting will be adjourned in memory of Victoria A. Waters, wife of former National City Mayor George Waters. Her son, James Waters, accepted the City Councilmembers condolences.

PROCLAMATIONS AND CERTIFICATES

1. National City Recognizes Samahan Health Center in Honor of Filipino American History Month.

Mayor Sotelo-Solis presented the Proclamation to Lorna De Los Santos, Community Outreach Coordinator with Samahan Health Center.

Public Comment: None

Received and filed.

2. Fire Prevention Month.

Mayor Sotelo-Solis presented the Proclamation to Fire Chief Frank Parra and Fire Marshall and Battalion Chief Robert Hernandez, both with the National City Fire Department.

Public Comment: None

Received and filed.

AWARDS AND RECOGNITIONS - No agenda items.

PRESENTATIONS - No agenda items.

INTERVIEWS / APPOINTMENTS - No agenda items.

REGIONAL BOARDS AND COMMITTEE REPORTS

Port Commissioner Sandy Naranjo reported on the business and operations of the Port of San Diego. She announced that the Port established an ad hoc committee to consider policies focused on diversity and equity and inclusion efforts. Also, the Port is undergoing a study to examine its fees structure and a plan for reducing pollution. The Port plans to use \$100 million from federal stimulus funds. Ms. Naranjo announced that the Draft Revised Maritime Clean Air Strategy (MCAS) is now available for public review. Also, the Draft Environmental Impact Report (EIR) for the National City Bayfront Projects and Plan Amendments is now available for public review. The public review period is open through November 17, 2021.

Mayor Sotelo-Solis reported on the San Diego Association of Governments (SANDAG) executive leadership team members advocated for our cities at Washington DC., including the need for the budget and infrastructure bills. She acknowledged the lowrider forum. She thanked the public for participating and Staff for facilitating the discussion. She commented that the ad hoc committee for PLA/CBA discussion held the first meeting.

Councilmember Rios reported on the business of the San Diego County Water Authority, including the announcement that the Metropolitan Water District agreed to pay damages and interest from illegal water charges from 2015 through 2017 of approximately \$36 million.

Councilmember Morrison reported that Regional Solid Waste Association (RSWA) will meet this Thursday. Also, he provided an update on LOSSAN rail corridor matters.

Councilmember Bush reported on the business of the South County Economic Development Committee including efforts for drought prevention and the upcoming annual economic summit will be held virtually on November 4, 2021.

Vice-Mayor Rodriguez announced that the Metro Wastewater Joint Powers Authority will meet October 7, 2021.

CONSENT CALENDER

Public Comment:

No spoken comments were received.

One (1) spoken comment was received and spoken into the record: Ted Godshalk for Item 6.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to approve the Consent Calendar Items 3 through 21.

Motion carried by unanimous vote.

3. 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.
4. Approved Meeting Minutes: City Council and Community Development Commission - Housing Authority of the City of National City Virtual Regular Meeting September 7, 2021; Special Meeting of the City Council of the City of National City Virtual Special Closed Session Meeting September 7, 2021 and Virtual Pension Obligation Bonds Workshop September 7, 2021.
5. Adopted Resolution 2021-143. Resolution of the City Council of the City of National City approving and authorizing: 1) the Mayor to execute the Standard Assurances for the FY20 State Homeland Security Grant Program and 2) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$54,383 for FY20 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments.
6. Adopted Resolution 2021-144. Resolution of the City Council of the City of National City: (1) approving an Affordable Housing Density Bonus Agreement with Clara Futura Investments, LLC, a California Limited Partnership, restricting the rent and occupancy of one (1) unit to a very low income household in exchange for a Density Bonus and three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 14 housing units located at 1924 Harding Avenue in National City; and (2) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement.
7. Adopted Resolution 2021-145. Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AK & Company for preparation and filing of State mandated cost reimbursement (SB 90) claims for the periods ending June

- 30, 2021 to June 30, 2024 with the option to extend the agreement for three additional one-year extensions.
8. Adopted Resolution 2021-146. Resolution of the City Council of the City of National City amending the Agreement between the City of National City and Dean Gazzo Roistacher LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims by increasing the not-to-exceed amount by \$35,000 for a new total not-to-exceed amount of \$110,000.
 9. Adoption of the City Council Meeting Schedule for December 2021 and January 2022.
 10. Approved Temporary Use Permit – Harvest Fest hosted by Heart Revolution Church at 1920 Sweetwater Road on October 29, 2021 from 6 p.m. to 9 p.m. with no waiver of fees.
 11. Filed Investment transactions for the month ended August 31, 2021.
 12. Ratified Warrant Register #8 for the period of 8/18/21 through 8/24/21 in the amount of \$1,417,232.65.
 13. Ratified Warrant Register #9 for the period of 8/25/21 through 8/31/21 in the amount of \$670,351.23.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

14. Adopted Resolution No. 2021-147. Adoption of a Resolution to Require AB 361 Findings Regarding Teleconference Meetings.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who presented the report. Mrs. Chapel received comments from the Councilmembers.

Public Comment: None.

ACTION:

Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.
Motion passed by unanimous vote.

15. Adopted Resolution No. 2021-148. Annual Review of the City Council Policy Manual and Adopt a Resolution of the City of National City, California Approving Amended City Council Policy Manual Updates to Policies No. 104, 105, 502, and Eliminate Policies 112, and 703.

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who presented the report. Mrs. Chapel received comments from the Councilmembers.

Public Comment: None.

ACTION:

Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.
Motion passed by unanimous vote.

NEW BUSINESS

16. Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant (Hero’s Café) located at 801 National City Boulevard, Suite 105. (Applicant: Natalia Garcia) (Case File 2021-20 CUP).

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Principal Planner Reeder who presented the report. Mr. Yano received comments from the Councilmembers.

Public Comment: One (1) written comment was received and read into the record: Joan Rincon

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Bush, to accept the Notice of Decision.

Motion passed by unanimous vote.

17. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the addition of off-site distilled spirits sales (Type 21) and modification of alcohol sales area at an existing beer and wine-licensed convenience store (Kegs & Beer) located at 1811 ‘L’ Avenue. (Applicant: Jose A. Perez) (Case File 2021-06 CUP).

City Clerk Molina read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Principal Planner Reeder who presented the report. Director of Engineering/Public Works Yano received comments from the Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to accept the Notice of Decision.

Motion passed by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

No agenda items.

C. REPORTS

STAFF REPORTS

18. City Manager Report.

City Manager Raulston encouraged support for the upcoming Port of San Diego meeting. He provided updates on LOSSAN (Los Angeles San Diego Rail Corridor), the continued distribution

of flu vaccines on Tuesdays, the MAAC partnership to promote available public services, and the San Diego County rental assistance programs. He also invited the community to participate in the various events including Walk and Bike to School Day and Halloween Drive Thru Booktacluar at the National City Public Library.

MAYOR AND CITY COUNCIL

City Clerk Molina announced the vacancies on the boards, committees, and commission. Applications are accepted through Thursday, October 21, 2021 at 5 p.m.. She also thanked Deputy City Clerk Chapel and Staff for their hard work.

City Treasurer Beauchamp provided comments concerning public health, housing, water, electricity, traffic, gentrification, and port issues.

Councilmember Bush had no report.

Councilmember Rios had no report.

Councilmember Morrison had no report.

Vice-Mayor Rodriguez thanked everyone for a great meeting.

Mayor Sotelo-Solis shared an invitation to the City's Kumeyaay flag-raising ceremony in commemoration of Indigenous Peoples' Day.

CLOSED SESSION

CLOSED SESSION REPORT

Mayor Sotelo-Solis introduced City Attorney Bell who provided the report.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One (1) Potential Case

City Attorney Bell reported that there was direction given by City Council by unanimous vote.

2. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957
Performance Evaluation: City Attorney

No report.

3. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations: Municipal Employees' Association (SEIU, Local 221), National City Firefighters Association (Local 2744), Police Officers Association (POA)
Unrepresented Groups: Executive, Confidential, and Management

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

No report.

ADJOURNMENT

The meeting adjourned in memory of Victoria Waters.

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, October 19, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 7:50 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of November 16, 2021.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

October 5, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, and Sotelo-Solis.

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, Valadez, and Munoz.

Consultants/Advisors: Rene Farjeat and Eddie Kreisberg.

PUBLIC COMMENT

None.

Members retired into Closed Session at 3:05 p.m.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One (1) Potential Case

Members retired into Closed Session at 3:05 p.m. and returned at 3:24 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., and Outside Counsel Rene Farjeat.

2. PUBLIC EMPLOYEE EMPLOYMENT

Government Code Section 54957

Performance Evaluation: City Attorney

Members retired into Closed Session at 3:24 p.m., City Attorney Bell left Closed Session and returned to the meeting room at 3:37 p.m. Mayor Sotelo-Solis and City Councilmembers remained in Closed Session for discussion, and returned at 3:40 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, and Bell Jr.

3. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

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

Unrepresented Groups: Executive, Confidential, and Management

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

Members retired into Closed Session at 3:41 p.m. and returned at 5:31 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, Valadez, and Munoz.

Guest: Eddie Kreisberg (Labor Negotiator)

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

Members returned from Closed Session at 5:31 p.m. with all members present except Assistant City Manager Winney.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, October 5, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 5:31 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of November 16, 2021.

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services \(CLLS\) Grant in the amount of \\$39,141 to fund the National City Public Library's Literacy Services Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \\$39,141 and corresponding revenue budget. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services (CLLS) Grant in the amount of \$39,141 to fund the National City Public Library's Literacy Services Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \$39,141 and corresponding revenue budget.

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:

320-31337-3463 Literacy Services Grant

Expenditures:

320-431-337* Literacy Services Grant

Note: Local funds of \$47,949 from CDBG authorized by City Council by Resolution No 2021-47 on May 4, 2021 are appropriated and available.

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 October 6, 2021.

ATTACHMENTS:

1. Staff Report
2. State Library's Award Letter with Award Agreement and Certificate of Compliance
3. Resolution



City Council Staff Report

November 16, 2021

ITEM

Resolution of the City Council of the City of National City, California authorizing the acceptance of the California Library Literacy Services (CLLS) Grant in the amount of \$39,141 to fund the National City Public Library's Literacy Services Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \$39,141 and corresponding revenue budget.

BACKGROUND

California Library Literacy Services was developed in 1984 as the first statewide library-based adult literacy service. Since then, library literacy programs have helped more than a quarter of a million learners and their families.

Since 1984, the National City Public Library has assisted adults who seek to improve their reading skills. Adults in the literacy program achieve personal goals such as learning the alphabet, reading a book for the first time, getting a job, sharing a book with a child, reading a medicine label, volunteering in the community, and voting. Our Library has also developed a strong program with curriculum in digital literacy.

EXPLANATION

The California Library Literacy Services (CLLS) grant is designed to support the Library's literacy services program for adults who seek to improve their reading, writing, math, and computer skills. The award amount the State Library provides to libraries that offer literacy services to their communities is based on a three-part funding formula:

1. A baseline amount (\$20,000) for each approved library literacy program;
2. A per capita amount per adult learner served in the previous year's program; and
3. Additional funding raised by local funds earmarked for adult literacy services. This local funding is fulfilled by a CDBG grant the City Council awarded to the Library on May 4, 2021 in the amount of \$47,949.00 to defray the personnel costs of the Academic Enrichment Coordinator who oversees the operation of the literacy program.

The CLLS grant is awarded in two installment payments. The first payment of \$39,141 (90% of the Adult Literacy Award) is being awarded at this time. The second payment of \$4,349, representing the remaining 10% of the total award for FY 2022, will be claimed at a later date upon submission of the mid-year narrative and financial reports that demonstrate program activity and confirm that 75% of the award has been expended. The total award amount for FY 2022 will be \$43,490.

The National City Public Library’s Adult Literacy Program provides literacy services to English-speaking adults, helping them reach their goals as lifelong learners, community members, workers, and family members. The Adult Literacy Program values learner-centered education, and places the real-world needs and interests of adults at the center of the curriculum.

RECOMMENDATION

Adopt a resolution authorizing the acceptance of the California Library Literacy Services (CLLS) Grant in the amount of \$39,141 to fund the National City Public Library’s Literacy Services Program for FY 2022 and authorizing the establishment of a Library Grants Fund appropriation of \$39,141 and corresponding revenue budget.

FISCAL IMPACT

Adoption of the resolution will approve the acceptance of grant funds in the amount of \$39,141 for the Library Literacy Program. Local funds of \$47,949 from CDBG authorized by City Council by Resolution No 2021-47 on May 4, 2021 are appropriated and available.



August 5, 2021

Joyce Ryan, City Librarian
National City Public Library
1401 National City Blvd.
National City, CA, CA 91950

Dear Ms. Ryan:

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you and your staff and volunteers do in your community.

The state budget continues California Library Literacy Services funding at \$4.82 million for adult literacy services and \$2.5 million for family literacy services.

Your total award for the fiscal year that began July 1, 2021, is:

- Adult Literacy Services: \$43,490

Note: This year, your Adult Literacy Services award amount is \$694 higher than your projected award amount. You will need to complete a Budget Modification Form to reflect how you will use the entire award when you complete your claim form. Information about the Budget Modification requirement and the form is included at the back of the award packet.

Your award will be claimed in two stages. The attached form will allow you to request the first 90% of your Adult Literacy Services Award:

- 90% of the Adult Literacy Award \$39,141

Note: Information about claiming the remainder of your award is included in the payment schedule at the back of your award packet.

Your funds must be encumbered by June 30, 2022, and fully expended, in accordance with your approved budget on file with the State Library, by December 31, 2022. Encumbered funds are those that have been deposited in the awardee's accounting system and for which a budget has been provided to and approved by the State Library.

Please be sure your program expenditures are consistent with the California Library Literacy Services allowable and unallowable costs guide. If you have any questions about expending your funds please reach out to Annly Roman at annly.roman@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program as well as attend regular regional library literacy network meetings and participate in library literacy training opportunities offered by the State Library and the regional networks.

The payment process begins when we receive your completed and signed Budget Modification Form and claim and certification forms (attached). All forms should be completed, and signed using DocuSign in order to be processed for payment.

Our library literacy staff is available to assist you throughout the year. Your Advisor is Beverly Schwartzberg: beverly.schwartzberg@library.ca.gov and your Grant Monitor is Annly Roman: annly.roman@library.ca.gov. Please contact them with any questions.

Thank you for your willingness to do so much for so many people in need. Best wishes for a successful year.

Respectfully yours,

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Annly Roman, annly.roman@library.ca.gov
Gina Iwata, Gina.Iwata@library.ca.gov
Mikki Vidamo, mikki.vidamo@nationalcitylibrary.org

Enc: Claim form and certification form

PLEASE COMPLETE AND RETURN THIS PAGE

Claim Form

State of California
California Library Literacy and English Acquisition Services (CLLS)

California Education Code; Section 18880-18883
Budget Citation Chapter 21 – Budget Item 6120-213-0001

Fiscal Year: 2021-2022	
Reporting Structure: 61202000	COA: 5432000; Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600 Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed – \$39,141

National City Public Library

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

National City Public Library, 1401 National City Blvd, National City, CA 91950-4401

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.



Official Representative or Fiscal Agent (Signature Required)

Administrative Services Director

Title

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____
State Library Representative

<p>Approval by State:</p> <p>CLLS \$ _____</p> <p>Date: _____</p>

*The warrant address must match that on file in Fi\$Cal. If you need to change the authorized library name and/or address, please contact Gina Iwata, CSL Fiscal Office. (gina.iwata@library.ca.gov)

PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the 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.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

National City Public Library, 1401 National City Blvd, National City, CA 91950-4401

SIGNED

DATE



Signature - Authorized representative

10/12/21

Joyce Ryan, Library & Community Services Director
Typed/Printed Name and Title of Authorized Representative

jryan@nationalcityca.gov
Email address of authorized representative



PROJECT INFORMATION:**Invoice #:** 20-6742-1**Project Title:** California Library Literacy Services**Grantee:** National City Public Library**Funding Start Date:** upon execution**Term completion:** December 31, 2022**Total Adult Literacy Services Funded Amount:** \$43,490**PAYMENT SCHEDULE:**

Libraries may request 90% of their Adult Literacy Services award upon receipt of the award letter.

Libraries may request the final 10% of their award upon the completion and approval of the mid-year report.

Note:

Libraries have 18 months to spend their CLLS funds, from the start of the fiscal year in which the funds are awarded until December 31 of the following fiscal year.

	Adult Literacy Services
Initial Payment	\$39,141
Final Payment	\$4,349
Total:	\$43,490

REPORTING:

Libraries will be required to submit mid-year financial and program narrative reports as well as a final report. Reminder emails will be sent out beginning six weeks before each required report.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-year financial and Narrative report	Due January 31, 2022
Final Report	Due September 30, 2022

Note: A budget modification form will be required for all budget changes regardless of amount. Modification form may be submitted throughout the year but no later than May 31st.

REQUIRED BUDGET MODIFICATION FORM:

As mentioned in your award letter, the Adult Literacy Services award amount is **\$694** higher than your original projected award. Due to this difference, we are asking all programs to complete a Budget Modification Form to be submitted along with the Claim Form. The Budget Modification Form showing the plan for the entire award must be completed and approved before your claim form can be processed.

Below is the Budget Modification Form pre-populated with your current approved budget and the justification for the changes. Please identify in the central column titled "Proposed Modifications" what category(ies) the additional funding will be spent in.

California Library Literacy Services
Budget Modification Form

1. **Grantee:** National City Public Library
Fiscal Year: 2021-2022
Modification number: 1

2. **Financial Section:**

Budget Categories	ADULT LITERACY SERVICES (CLLS)		FAMILY LITERACY SERVICES (CLLS)		CLLS YEARLY TOTAL	
	Current Budget	Proposed Modifications	Revised Budget	Current Budget		Proposed Modifications
(a) Salaries/Wages/Benefits	\$10,000	\$0	\$10,000	\$0		\$10,000
(b) Contract Staff	\$0	\$0	\$0	\$0		\$0
(c) Operations	\$30,296	\$694	\$30,990	\$0		\$30,990
(d) Library Literacy Materials	\$2,500	\$0	\$2,500	\$0		\$2,500
(e) Small Equipment	\$0	\$0	\$0	\$0		\$0
(f) Equipment (\$5,000 or more per unit)	\$0	\$0	\$0	\$0		\$0
(g) Indirect Cost	\$0	\$0	\$0	\$0		\$0
Total	\$42,796	\$694	\$43,490	\$0		\$43,490

3. **Justification for modification:** The Adult Literacy Services award amount my jurisdiction was given was \$694 over the projected award amount used in my application. This modification form is showing how we intend to use the additional funding and provides a budget for our total award.

4. **Signatures:**
Project Coordinator: Mikki Vidamo **Phone:**
Director Name: Joyce Ryan **Phone:**
Director Signature: **Date:**
Grant Monitor Signature: **Date:** Approved Not Approved

Upon approval, the above requested Grant Award Budget Modification constitutes an official amendment to the Consolidated Application Notification of Grant Award. All amendments must remain a part of all existing copies of the Consolidated Application Notification of Grant Award document.
NOTE: Grant Award Budget Modification Form MUST be submitted for approval at least 30 days prior to the project end date.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT IN THE AMOUNT OF \$39,141 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S LITERACY SERVICES PROGRAM FOR FISCAL YEAR 2022 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$39,141 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, since 1984, the California Library Literacy Services ("CLLS") Grant is designed to support the Library's Literacy Services Program to English-speaking adults who seek to improve their reading, writing, and math skills; and

WHEREAS, to determine the amount of funding for libraries that provide literacy services to their communities, the California State Library uses a funding formula consisting of the following three parts:

1. A baseline amount of \$20,000 to provide a minimum level of local literacy staffing and services; and
2. A per capita amount per adult learner served in the previous year's program; and
3. A match of local funds earmarked for adult literacy services that is provided by a Community Development Block Grant awarded to the Library by the City Council on May 4, 2021 in the amount of \$47,949 to defray the personnel costs of the Academic Enrichment Coordinator who oversees the operation of the literacy program; and

WHEREAS, the CLLS Grant is provided to the Library in two payments each year; the first payment of \$39,141 (90% of the Adult Literacy Award) is the baseline amount, and the second payment of \$4,349, representing the remaining 10% of the total Award for FY 2022, can be claimed at a later date upon submission of the mid-year narrative and financial report that demonstrates project activity and confirmation that 75% of the Award has been expended for a total Award amount of \$43,490 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: That the City Council hereby authorizes the acceptance of grant funds in the amount of \$39,141 from California Library Literacy Services to fund the National City Public Library's Literacy Services Program for Fiscal Year 2022 and authorizes the establishment of Library Grant Fund appropriations in the amount of \$39,141 and a corresponding revenue budget.

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

PASSED and ADOPTED this 16th day of November, 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, California authorizing the City Manager to amend the agreement between the City of National City \(“City”\) and ICF Center for Cross Border Philanthropy D.B.A. Olivewood Gardens and Learning Center for the maintenance and operation of a community garden \(“operator”\) and exercising a first option to extend the agreement for a 24 month period from November 16, 2021 to November 15, 2023. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

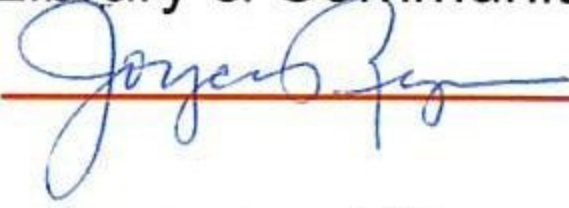
ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to amend the agreement between the City of National City ("City") and ICF Center for Cross Border Philanthropy D.B.A. Olivewood Gardens and Learning Center for the maintenance and operation of a community garden ("operator") and exercising a first option to extend the agreement for a 24 month period from November 16, 2021 to November 15, 2023.

PREPARED BY: Elyana Delgado

PHONE: 619-336-4352

DEPARTMENT: Library & Community Services

APPROVED BY: 

EXPLANATION:

On August 4, 2020, City Council entered into a Maintenance and Operating Agreement (Agreement) with Olivewood Gardens & Learning Center to operate the Paradise Creek Community Garden to benefit the well-being of National City residents, for a term of one year with the option to extend up to two additional two year terms. Additionally, the term of the Agreement was effective when the Land Use Covenant was recorded on November 16, 2020. Proposed amendments to the Agreement are as follows:

1. Extend the term of the Agreement to November 16, 2021 through November 15, 2023.
2. Amend the hours of operation to a minimum of 10 hours on Saturdays and Sundays and 8 hours Monday through Friday.
3. Amend the reporting requirements to every 6 months.

FINANCIAL STATEMENT:

ACCOUNT NO.

No Fiscal Impact – there is no fiscal impact associated with the report.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

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:

Resolution of the City Council of the City of National City authorizing the City Manager to execute an Amendment to the Maintenance and Operating Agreement between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens & Learning Center.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Amendment and Insurance
2. Maintenance Operating Agreement
3. Resolution

RESOLUTION NO. 2020 - 143

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AND
OPERATING AGREEMENT FOR A COMMUNITY GARDEN AT PARADISE
CREEK PARK BETWEEN THE CITY OF NATIONAL CITY AND ICF CENTER
FOR CROSS BORDER PHILANTHROPY, D.B.A. OLIVEWOOD GARDENS
AND LEARNING CENTER, TO OPERATE A COMMUNITY GARDEN TO
BENEFIT THE WELL-BEING OF NATIONAL CITY RESIDENTS, LOCATED ON
THE NORTHERN HALF OF PARADISE CREEK PARK, FOR A TERM OF ONE
YEAR WITH THE OPTION TO EXTEND UP TO TWO (2)
ADDITIONAL TWO YEAR TERMS**

WHEREAS, the City of National City and Community HousingWorks (“CHW”) share an interest in promoting the initiation and sustainability of a community garden at Paradise Creek Park; and

WHEREAS, CHW’s role springs from its commitment to housing as a platform for the future success of CHW residents, who live in the Paradise Creek Apartments affordable housing community just across from the Paradise Creek Park site; and

WHEREAS, the funding of \$40,000, through CHW, will be available on an annual basis to support the operations of the community garden so that residents can learn to grow and use fresh produce; and

WHEREAS, during the September 17, 2019, City Council Meeting CHW announced its intention to conduct an Request for Proposal (“RFP”) process for the operation of a community garden located on the northern half of Paradise Creek Park; and

WHEREAS, the RFP was issued on September 25, 2019, and responses were due October 31, 2019; and

WHEREAS, CHW received two (2) proposals, one from Mongol Tribe and the other a joint proposal from Olivewood Gardens and Learning Center, Mundo Gardens, and Paradise Creek Educational Park; and

WHEREAS, CHW verified the selection of the Olivewood Gardens and Learning Center, Mundo Gardens, and Paradise Creek Educational Park proposal; and

WHEREAS, City Staff recommends executing a a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy; D.B.A. Olivewood Gardens and Learning Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center, to operate a community garden to benefit the well-being of National City residents, located on the northern half of Paradise Creek Park, for a term of one (1) year with the option to extend up to two (2) additional two year terms.

PASSED and ADOPTED this 4th day of August, 2020.



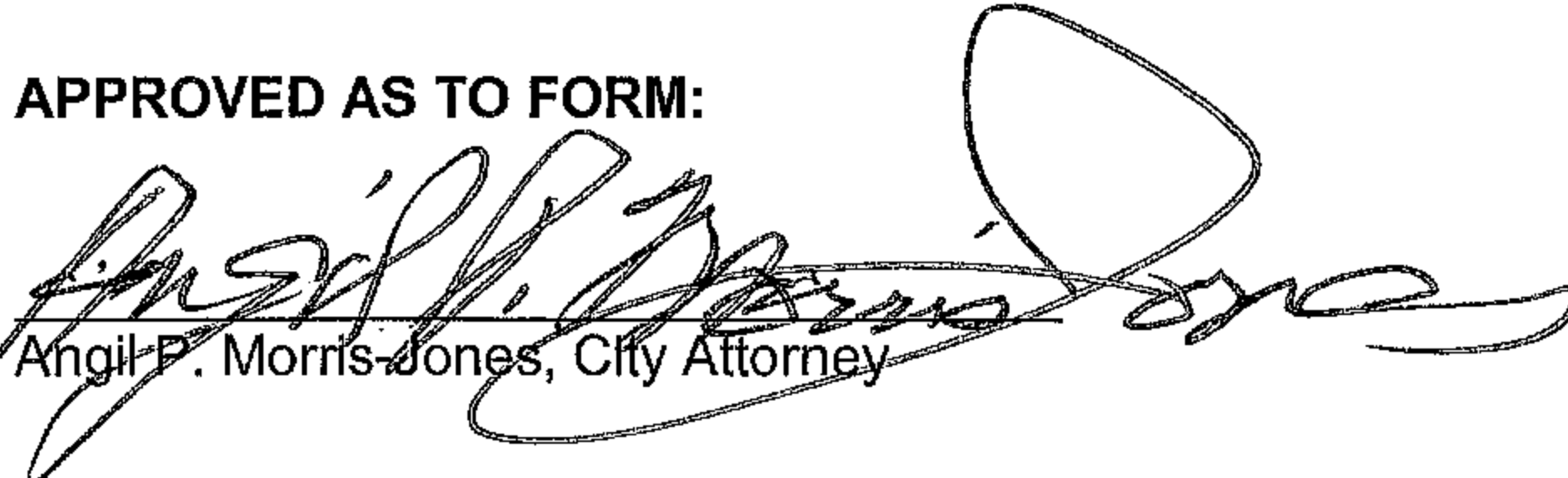
Alejandra Sotelo-Solis, Mayor

ATTEST:



Michael Dalla, City Clerk

APPROVED AS TO FORM:



Angil P. Morris-Jones, City Attorney

Passed and adopted by the Council of the City of National City, California, on August 4, 2020 by the following vote, to-wit:

Ayes: Councilmembers Cano, Quintero, Rios, Sotelo-Solis.

Nays: Councilmember Morrison.

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

BY: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2020-143 of the City of National City, California, passed and adopted by the Council of said City on August 4, 2020.



Michael R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy



**MAINTENANCE AND OPERATING AGREEMENT
FOR A COMMUNITY GARDEN AT PARADISE CREEK EDUCATIONAL
PARK**

by and between

CITY OF NATIONAL CITY

and

**ICF CENTER FOR CROSS BORDER PHILANTROPY,
D.B.A. OLIVEWOOD GARDENS & LEARNING CENTER**

Dated as of August 4, 2020

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**MAINTENANCE AND OPERATING AGREEMENT
FOR A COMMUNITY GARDEN AT PARADISE CREEK EDUCATIONAL PARK
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ICF CENTER FOR CROSS BORDER PHILANTROPY,
D.B.A. OLIVEWOOD GARDENS & LEARNING CENTER**

This Maintenance and Operating Agreement for a Community Garden (“Community Garden”) at Paradise Creek Educational Park (the “Agreement”) is entered into as of August 4, 2020 by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and ICF Center for Cross-Border Philanthropy a California non-profit corporation, d.b.a. Olivewood Gardens & Learning Center (“OPERATOR”).

RECITALS

- A. WHEREAS, the CITY owns the real property commonly known as Paradise Creek Educational Park located in National City, California.
- B. The CITY desires to increase the production and distribution of locally grown food within the community, as a means to improve access to healthy food and the quality of life for National City residents, consistent with the National City General Plan.
- C. OPERATOR seeks to develop a Community Garden in National City and increase the production and distribution of locally grown food to benefit the well-being of National City residents.
- D. The CITY has determined that OPERATOR is a qualified, non-profit experienced in empowering students and families from diverse backgrounds to be healthy and active citizens through organic gardening, environmental stewardship, and nutrition education.
- E. The CITY has identified a site for a Community Garden located within Paradise Creek Educational Park. The CITY desires to maximize public access and enhance recreational opportunities within Paradise Creek Educational Park; the development of a community garden provides an optimal use of the site and increases public access and recreational opportunities.
- F. The CITY finds that the development of a community garden at Paradise Creek Educational Park enhances the public’s pleasure and enjoyment of the park and OPERATOR agrees not to exclude members of the public.
- G. The CITY wishes to have OPERATOR maintain and operate a Community Garden for the community’s benefit, located on a portion of Paradise Creek Educational Park as the described in Exhibit A (collectively, the “Premises”).

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 TERM OF AGREEMENT

- 1.1 Term. The Agreement shall be effective once the agreement has been executed with signatures and the Land Use Covenant has been recorded (the "Commencement Date"). The term of the agreement shall be for twelve (12) months from the Commencement Date.
- 1.2 Option to Extend Term. If OPERATOR is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Manager or designee and OPERATOR may extend the Term for up to two (2) additional twenty-four (24) month periods. The initial term, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as "Term."

ARTICLE 2 THE PREMISES

- 2.1 License for Use of Premises. For the purpose of operating the public center for the benefit of the residents and visitors of National City, the CITY grants OPERATOR a revocable license to enter and operate the Premises, subject to the covenants and conditions hereinafter set forth, as of the Commencement Date.
 - 2.1.1 Parking. OPERATOR shall neither have reserved parking nor exclusive on-site parking.
- 2.2 Ownership of Personal Premises and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Premises shall be as follows:
 - 2.2.1 Ownership of Personal Premises. All improvements existing on the Premises (Improvements), together with all fixtures permanently attached to the Premises (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. OPERATOR shall not remove any Improvements or Fixtures from the Premises and shall also not waste, destroy, or modify any Improvements or Fixtures on the Premises, except as permitted by this Agreement.
 - 2.2.2 Ownership of Improvements and Equipment. All improvements made to the property by OPERATOR shall become the property of the CITY. This includes, but is not limited to, any greenhouse, shed, entrance arbor, kiosk, windmill/water tower, outdoor kitchen, irrigation, raised beds, composting area, fruit trees, or established produce OPERATOR may install at the Premises. All equipment,

tools, and gardening supplies brought to the Premises by the OPERATOR shall remain property of OPERATOR.

ARTICLE 3 PERMITTED USE

- 3.1 Purpose. The purpose of this Agreement is to create a collaborative project where children, parents, and residents will share the maintenance and products of the garden located on the Premises, including healthy fresh fruits and vegetables. The purpose of this Agreement is also to benefit the National City community. “Benefit”, as described in the Recitals, and in this Article 3, means providing programming and services that: (a) improve the health and quality of life of National City residents; (b) provide National City residents access to fresh or organic healthy foods; (c) foster community interaction through the cultivation of fresh food; and (d) offer educational opportunities through teaching the importance of environmental sustainability.
- 3.2 Programs. OPERATOR will operate the Premises by providing for and facilitating proposed programs covering a variety of topics, some of which may include basic gardening, composting, food production, food supply chain, vermiculture, permaculture, farm-to-table, and water conservation.
- 3.2.1 Gardening Principles and Practices. OPERATOR will follow earth-friendly principles and practices by selecting appropriate plants, nurturing the soil, practicing responsible pest management, protecting wildlife, conserving water, protecting water quality, conserving energy, protecting air quality, reducing waste and growing food. OPERATOR may use Organic Materials Review Institute listed herbicides and insecticides as part of an integrated pest management program developed by OPERATOR.
- 3.2.2 Good Faith Meet and Confer. By written notice referring to this Article, either party may inform the other of any dispute or action perceived to conflict with the terms of this Agreement (“Dispute”). Upon receipt of such a notice, the other party shall respond in writing within ten (10) business days. The parties shall cooperate by providing information and answering questions to facilitate an informed discussion to resolve the Dispute. Such cooperation may involve a site visit by representatives of both parties to inspect the Premises. If the parties are unable to agree between themselves on a resolution within (30) business days of the responding party’s written response to any notice, resolution of such Dispute shall then proceed pursuant to Article 13.
- 3.3 Hours of Operation. OPERATOR will open the Premises to the public on Saturdays and Sundays from 8:00 am to sunset so the public may enjoy the Premises and assist with minor gardening or interact with onsite volunteers. The Premises shall be open to the public Monday through Friday by appointment or for scheduled programs. No member of the public shall be denied entry to the Premises for any discriminatory basis described in Article 20.

- 3.4 Service Fees. OPERATOR shall not provide any programs and services for profit. However, OPERATOR may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by OPERATOR in its maintenance and operation of the Premises. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. The public shall pay no fee to gain access to the Premises Saturday through Sunday during hours of operation.
- 3.5 Reporting by OPERATOR. OPERATOR shall provide quarterly reports to the City Manager recording the total number of: (a) National City residents, participants, and volunteers that participate in OPERATOR events; (b) events and programs coordinated; and (c) capital projects completed. These quarterly reports shall also explain any of OPERATOR's operating and maintenance plans and any other pertinent statistics regarding OPERATOR's use of the Premises. Upon reasonable notice by the City Manager, or designee, OPERATOR may be required to present all information required by this Article 3.5 at a meeting of the City Council.
- 3.6 Annual Budget. OPERATOR shall provide the CITY with a proposed budget for OPERATOR's estimated maintenance and operating expenses for the Premises by July 1st of each year during the Term. OPERATOR shall provide to the CITY an accounting of actual expenses, revenues and grants received for operation of the Premises, forty-five (45) days following June 30 of each year during the Term.
- 3.7 Volunteer Management. OPERATOR may utilize volunteers to operate the Premises, and in providing the projects and services required by this Agreement. OPERATOR is responsible for recruiting, training, and managing all volunteers on the Premises. Volunteers are considered the responsibility of OPERATOR for the purpose of workers compensation and general liability.
- 3.8 Alcohol Use. OPERATOR, or third parties with permission from OPERATOR, may not hold events on the Premises where alcoholic beverages are served. Alcoholic beverages are not allowed on the Premises.
- 3.9 Compliance with Laws. OPERATOR, at its sole expense, shall procure, maintain, and hold available for the CITY'S inspection any governmental license or permit required for the proper and lawful conduct of OPERATOR's operation of the Premises. OPERATOR shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the CITY, or of other lawful regulatory authorities. OPERATOR shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by OPERATOR of the Premises.

3.9.1 Compliance with Regulatory Agency Directives. OPERATOR shall not disturb the soil cap located above remediated soil at the Premises. OPERATOR shall

comply with any regulatory agency's directives or restrictions regarding the soil cap. OPERATOR shall also comply with any conditions imposed on the Premises through a recorded Land Use Covenant, which will be incorporated into this agreement once received. The City may terminate this Agreement if: (a) OPERATOR violates any provision referenced in Article 3.10.1; (b) the State of California or any other governmental agency does not allow the Premises to be used as a community garden.

3.9.2 There are various restrictions on the Premises that include, but are not limited to, conveyance of the property, soil management, prohibited activities, and land-use. The OPERATOR must comply with the restrictions and limitations in Exhibit B.

3.9.3 CEQA Compliance. The Department of Toxic Substances Control is in the process of completing a CEQA review for the new improvements made to the Paradise Creek Educational Park which include the development of the Community Garden. In the event that DTSC does not approve the use of the Community Garden, the City may terminate this Agreement.

3.9.4 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 3.10, OPERATOR shall neither: (a) cultivate; (b) allow the cultivation of; (3) sell; nor (4) allow the sale of cannabis at the Premises.

ARTICLE 4 UTILITIES

4.1 Utility Services. The CITY shall pay for electricity, water, and trash services at the Premises. If the CITY determines, in its sole discretion, that OPERATOR is negligent in its use of the utilities, CITY may hold a good faith meet and confer meeting with OPERATOR to discuss its utilities usage.

ARTICLE 5 REPAIRS; MAINTENANCE

5.1 OPERATOR's Repair and Maintenance Obligations. OPERATOR acknowledges that it has made a thorough inspection of the Premises and that it accepts the Premises "as-is" as of the construction completion date. At OPERATOR's own cost and expense, OPERATOR shall repair, replace, and maintain the Premises in good, tenable condition as necessary. OPERATOR shall maintain the Premises in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), OPERATOR shall not perform any repair work without the CITY's prior written consent. As used in this Article 5.1, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Premises are governed by Public Contract Code Section 22050. OPERATOR's obligations under

this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of OPERATOR, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the OPERATOR shall be of like size, kind, and quality to the items replaced.

- 5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine whether the CITY may pay for such repairs. However, the CITY is under no obligation to replace any equipment the CITY purchases or installs after such equipment exceeds its useful life. The CITY may also provide mulch from its surplus one (1) to two (2) times per year; however, the amount and type will be determined by the CITY based on availability.
- 5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. OPERATOR shall permit the CITY to enter the Premises at all times during usual hours of operation, or other hours in case of an emergency, to inspect the Premises. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with OPERATOR's operation of the Premises. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, OPERATOR may be required to do.

ARTICLE 6 IMPROVEMENTS; ALTERATIONS

- 6.1 Improvements by OPERATOR. OPERATOR shall be responsible for all aspects of planting and supplying materials for the Premises which may include, for example: premium soil, potted fruit trees, seeds, seedlings, fertilizers, tools, irrigation supplies, and greenhouse supplies. Any improvements made by OPERATOR shall be accessible for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. OPERATOR will secure funding through grants and other means to fund improvements to the Premises.
- 6.2 Improvements by CITY. The CITY may undertake certain improvements at the Premises, in this Article 6.2. The CITY's ability to undertake any improvements is dependent upon its annually-approved budget, as well as the annually-approved capital improvement program. The CITY, at its sole discretion, may undertake those improvements described in this Article 6.2 at the CITY's own cost and expense. No representations, warranties, or assurances are made that funding will exist for the following capital improvement projects:
- 6.3 Alterations. OPERATOR may alter, replace, add to, change, or construct additional improvements to the Premises (collectively, "Alterations") as OPERATOR may find necessary or convenient for its operation of the Premises. Any Alterations performed by OPERATOR under this Article 6.3 shall be performed: (a) at OPERATOR's sole cost

and expense; (b) with the CITY's prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.

- 6.4 Construction Permits and Licenses. At all times during the Term, OPERATOR shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.
- 6.5 Proposed Plans. In its sole discretion, the CITY may require OPERATOR to do any of the following:
- 6.5.1 Submit a complete set of proposed plans of any Alterations to the CITY;
 - 6.5.2 Apply for and receive a permit from the Building Department to complete any Alterations;
 - 6.5.3 Within sixty (60) days of a written request, furnish the CITY with a complete set of "as-built" plans for any CITY-approved Alterations.
- 6.6 Prevailing Wages. OPERATOR shall comply with prevailing wage statutes for any work not performed by volunteers.

ARTICLE 7 MECHANICS' LIENS; STOP NOTICES

- 7.1 Mechanics' Liens; Stop Notices. OPERATOR shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Premises, OPERATOR shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. OPERATOR shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for OPERATOR or persons claiming under OPERATOR.
- 7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to OPERATOR's work of improvement of the Premises be filed against the Premises, or any action be filed against the Premises, or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- 7.3 Notice of Non-Responsibility. The CITY or its representatives shall have the right to post and keep posted on the Premises notices of Non-Responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY's interest in the

Premises. OPERATOR shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

ARTICLE 8 TAXES

- 8.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to OPERATOR's operation of the Premises, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Premises.
- 8.2 Possessory Interest. Notwithstanding Article 2.1, OPERATOR acknowledges that this Agreement may create a possessory interest subject to property taxation and that OPERATOR may be subject to the payment of taxes levied on such interest. OPERATOR shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon the Premises.
- 8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in OPERATOR's use of the Premises at any time before and during the Term. OPERATOR shall pay any Taxes that accrue against any interest in their use of the Premises. Additionally, OPERATOR shall pay any Taxes levied upon any Improvements, Fixtures, or Personal Premises located on the Premises to the extent such Taxes result from OPERATOR's operations or other activities held upon, or in connection with, the Premises.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

- 9.1 OPERATOR Indemnity. The CITY shall not be liable for, and OPERATOR shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, 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 resulting from, related to, or arising out of OPERATOR's improvement, operation or use of the Premises, or arising either directly or indirectly from any act, error, omission, or negligence of OPERATOR or its contractors, licensees, invitees, members, agents, servants or employees; 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, officials, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and OPERATOR 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.

9.1.1 Third Party Indemnity. OPERATOR shall not invite third party organizations onto the Premises until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.

9.1.2 Waivers from Third Parties. OPERATOR agrees to obtain from all guests, invitees, or third party organizations whose participants visit the Premises, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.

9.1.3 Immunity. Consistent with Civil Code section 846.2, no cause of action shall arise against the CITY for injuries to any person who has been expressly invited onto the Premises to glean agricultural or farm products for charitable purposes, unless that person's injuries were caused by the gross negligence or willful and wanton misconduct of OPERATOR, in which case OPERATOR expressly indemnifies the CITY pursuant to this Article 9. The immunity provided by this section does not apply if the owner, tenant, or lessee received any consideration for permitting the gleaning activity.

9.2 Employee Payments & Indemnification.

9.2.1 OPERATOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under the California Public Employees Retirement System ("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. OPERATOR's employees hereby waive any claims to benefits or compensation described in this Article 9.2. This Article 9.2 applies to OPERATOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

9.2.2 PERS Eligibility Indemnification. If OPERATOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or PERS to be eligible for enrollment in PERS of the CITY, OPERATOR 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.

9.2.3 Limitation of CITY Liability. The payment made to OPERATOR under this Agreement shall be the full and complete compensation to which OPERATOR

and OPERATOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither OPERATOR nor OPERATOR'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 OPERATOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of OPERATOR.

9.2.4 **Indemnification for Employee Payments.** OPERATOR 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) OPERATOR, (2) any employee of OPERATOR, or (3) any employee of OPERATOR 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.

9.3 **Insurance.** OPERATOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third-party organizations OPERATOR invites onto the Premises, to purchase and maintain throughout the Term, the following insurance policies:

9.3.1 **Commercial General Liability Insurance**, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations 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 Commercial General Liability required by this Article, and any other excess policy OPERATOR procures in connection with this Article, must include Sexual Misconduct Liability coverage as well as pesticide or herbicide applicator limited pollution coverage .

9.3.2 **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.

9.3.3 **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of OPERATOR'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.

- 9.3.4 If OPERATOR has no employees subject to the California Workers' Compensation and Labor laws, OPERATOR shall execute a Declaration to that effect. The form of said Declaration shall be provided to OPERATOR by the CITY.
- 9.3.5 The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in Article 9.2.7 below, of cancellation or material change.
- 9.3.6 If required insurance coverage is provided on a "claims made" rather than "occurrence" form, OPERATOR 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.
- 9.3.7 The Certificate Holder for all policies of insurance required by this Article 9.3 shall be:
- City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397
- 9.3.8 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: VIII 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.
- 9.3.9 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 OPERATOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 9.3.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.2, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. CITY shall provide (60) days' notice for OPERATOR to meet any modified insurance requirements.

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

ARTICLE 10 TERMINATION

10.1 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 OPERATOR. During this 60-day period, OPERATOR shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY, for cause, if OPERATOR materially breaches this Agreement, misrepresents information regarding the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to OPERATOR as provided for in this Agreement. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting OPERATOR; (b) a reorganization of OPERATOR for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of OPERATOR.

ARTICLE 11 HAZARDOUS MATERIALS

11.1 Hazardous Materials Laws; Definition. As used in this Article, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term "Hazardous Materials Laws":

- The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)
- The Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
- The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)

11.2 Hazardous Materials - Definition. As used in this Article the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- 11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
 - 11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
 - 11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;
 - 11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the OPERATOR with respect to any third person under any Hazardous Materials Law.
- 11.3 OPERATOR Representations and Warranties. OPERATOR represents and warrants that, during the Term or any extension thereof, OPERATOR shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of the OPERATOR's maintenance obligations provided elsewhere in this Agreement:
- 11.3.1 OPERATOR shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by OPERATOR, its agents, employees, assigns, contractors or invitees, except as required by OPERATOR's permitted use of the Premises in the normal course of operations;
 - 11.3.2 Any handling, transportation, storage, treatment, or usage by OPERATOR of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
 - 11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by OPERATOR at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;
 - 11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by OPERATOR on the Premises;
 - 11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by OPERATOR on the Premises without the CITY's prior written consent;

11.3.6 OPERATOR shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by OPERATOR to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and

11.3.7 OPERATOR shall promptly notify the CITY of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, OPERATOR shall either:

(a) pay the claim and remove the lien from the Premises, or

(b) furnish either:

(1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;

(2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

11.3.8 At the end of this Agreement, OPERATOR shall surrender the Premises to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

ARTICLE 12 ASSIGNMENT

12.1 Assignment; CITY's Consent Required. OPERATOR shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the City Manager's's prior written consent. For example, the City Manager must consent to any third party or parties that OPERATOR wishes to engage in providing special services or programming at the Premises. Any attempted assignment or transfer without the City Manager's prior written consent shall be void.

ARTICLE 13 DEFAULTS BY OPERATOR OR BY CITY; REMEDIES

13.1 Events of Default; Remedies. The following sub-articles shall apply if either OPERATOR or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):

13.1.1 Thirty-Day Correction of Default. If either OPERATOR or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.

13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1. or 13.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 14 ABANDONMENT

14.1 Abandonment. OPERATOR shall not vacate or abandon the Premises at any time during the Term nor permit the Premises to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Premises is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of OPERATOR. Any exceptions must be submitted in writing to the City Manager or designee for approval.

ARTICLE 15 DAMAGE OR DESTRUCTION

15.1 OPERATOR's Duty to Repair Casualty. OPERATOR shall, as expeditiously as reasonably possible, repair any damages to the Premises caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Premises ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:

- (a) To be performed at OPERATOR's sole cost and expense;
- (b) To be performed except as otherwise provided in this Article 15; and are
- (c) Subject to all other terms and conditions of this Agreement.

15.2 Construction Provisions. In the event of any reconstruction of the Premises, Fixtures or Improvements required of OPERATOR pursuant to this Article, OPERATOR shall repair

the Premises, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.

- 15.3 No Abatement. In the event of reconstruction, replacement, or repair by OPERATOR pursuant to this Article, OPERATOR shall continue its operations on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. OPERATOR shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Premises; (b) OPERATOR's Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
- 15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then OPERATOR shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

ARTICLE 16 EMINENT DOMAIN

- 16.1 Condemnation. OPERATOR may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Premises by delivery of written notice of such condemnation if:
- (a) If all of the Premises is taken under eminent domain proceedings; or
 - (b) less than all of the Premises is taken under such eminent domain proceeding and the part taken substantially impairs the ability of OPERATOR to use the remainder of the Premises for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, OPERATOR may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

- 16.2 Continuation of Operating Agreement after Condemnation. If this Agreement is not terminated by OPERATOR, it shall remain in full force and effect as to any portion of the Premises remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Premises that is taken.
- 16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to OPERATOR for any award not provided by the condemning authority.

ARTICLE 17
SALE OR MORTGAGE BY CITY

- 17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of OPERATOR, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Premises (collectively referred to in this Article as a "Sale"). The CITY shall provide to OPERATOR written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.
- 17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Premises, the CITY shall be released from all liability to OPERATOR and OPERATOR successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

ARTICLE 18
CITY'S RIGHT OF ACCESS

- 18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Premises at any time with or without notice to OPERATOR to:
- (a) respond to health and safety concerns;
 - (b) inspect the Premises and Improvements;
 - (c) determine whether OPERATOR is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws)
 - (d) post notices of non-responsibility or similar notices
 - (e) inspect the progress of construction of any improvement; or
 - (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises

All work enumerated in Article 18 must be done as promptly as reasonably possible and so as to cause as little interference to OPERATOR as reasonably possible. Personal storage space for volunteers of OPERATOR, the personal effects of OPERATOR volunteers and staff, and the OPERATOR volunteers and staff themselves are not subject to search by the CITY, absent cause.

ARTICLE 19
NOTICES

- 19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal

Service, postage prepaid and shall be deemed to have been given, delivered, and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered, and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY:

City of National City
Attention: City Manager
1243 National City Boulevard
National City, CA 91950-4397

With a copy to:

City of National City
Attention: Director of Community Services
140 East 12th Street, Suite B
National City, CA 91950

OPERATOR:

Olivewood Gardens & Learning Center
Attention: Executive Director
2525 N Avenue
National City, CA 91950

ARTICLE 20
NONDISCRIMINATION

- 20.1 Nondiscrimination. OPERATOR hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, ancestry, or any other legally protected category, in the use, operation, or enjoyment of the Premises.

ARTICLE 21
RECORDS, ACCOUNTS, AND AUDITS

- 21.1 OPERATOR's Duty to Keep Records. OPERATOR shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on OPERATOR under

this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by OPERATOR in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.

- 21.2 CITY's Right to Audit. All OPERATOR books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of OPERATOR's records pertaining to (a) construction undertaken pursuant to the rights conferred on OPERATOR under this Agreement, and (b) its operations on the Premises, including, without limitation, any records pertaining to OPERATOR's use of utilities on the Premises. The cost of said audits shall be borne by the CITY, except that OPERATOR shall provide to the CITY, at OPERATOR's expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to OPERATOR's use of the Premises.

ARTICLE 22 ADMINISTRATIVE PROVISIONS

- 22.1 Authority. OPERATOR represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Agreement on behalf of OPERATOR is the duly designated agent of OPERATOR and is authorized to do so.
- 22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 22.3 CITY Approval. Except where stated in this Agreement to the contrary, the phrases "CITY approval", and "CITY's written approval" or such similar phrases shall mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.
- 22.4 Cumulative Remedies. In the event of a default under this Agreement, each party's remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:

Exhibit "A": Proposed Area for Community Garden at Paradise Creek Park
Exhibit "B": Garden Limitations

22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or OPERATOR's operations of the Premises, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

22.8 Governing Law. This Agreement shall be governed, construed, and enforced 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.

22.9 Independent Contractor. OPERATOR acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

22.10 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

22.11 OPERATOR's Agreement Administration. OPERATOR confirms that OPERATOR's Agreement Administrator has been given full operational responsibility for compliance with the terms of this Agreement. OPERATOR shall provide the CITY with a written schedule of its normal hours of business operation on the Premises, and OPERATOR's Agreement Administrator, or a representative designated thereby, shall be available to the CITY during OPERATOR's normal business hours, to resolve problems or answer question pertaining to this Agreement and OPERATOR's operations on the Premises.

22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.

- 22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22.14 Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. OPERATOR shall not assign this agreement to any other party unless approved in writing by the CITY.
- 22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.


[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the CITY and OPERATOR have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY
(CITY)**

OLIVEWOOD GARDENS (OPERATOR)

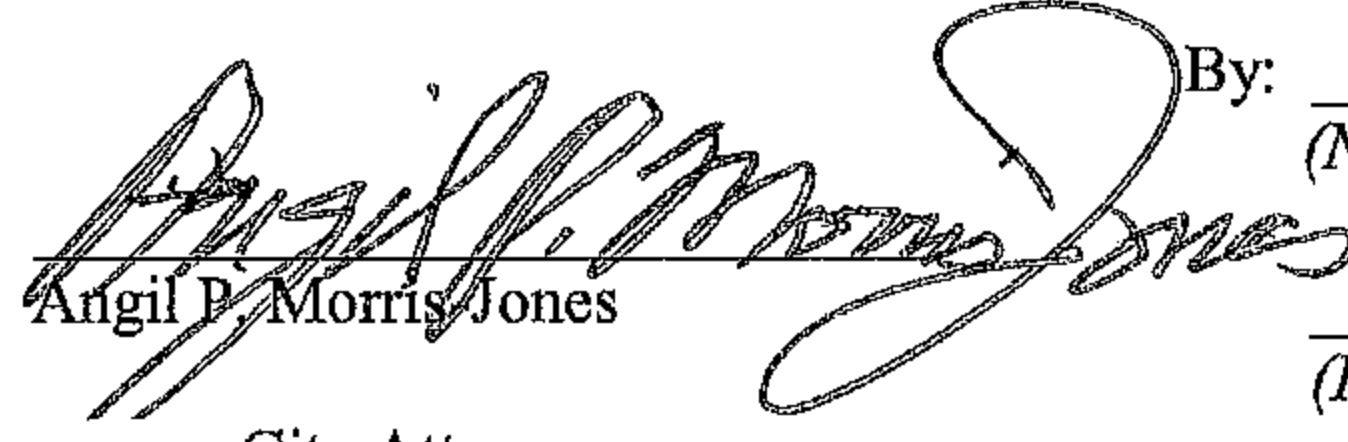
By: 
Alejandra Sotelo-Solis, Mayor

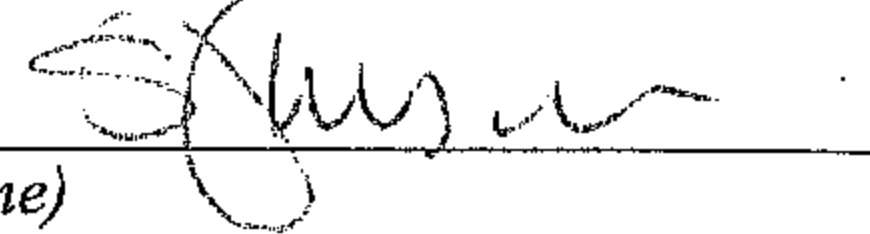
By: 
(Name)

PATRICIA C. WATLINGTON
(Print)

BOARD CHAIR
(Title)

APPROVED AS TO FORM:

By: 
Angil B. Morris Jones
- City Attorney

By: 
(Name)

STEPHANIE JENSEN
(Print)

TREASURER
(Title)

EXHIBIT A - Proposed Area for Community Garden at Paradise Creek Park

The proposed area for the community garden at Paradise Creek Park will be approximately 9,160 square feet (.21 acres) of open area located on the northern half of Paradise Creek Park. The finished surface material will be decomposed granite, consistent with the Plaza area of the park. Proposed garden amenities include planter beds, a storage shed, other site furnishings and an 8 foot tall galvanized mesh fence along the perimeter.

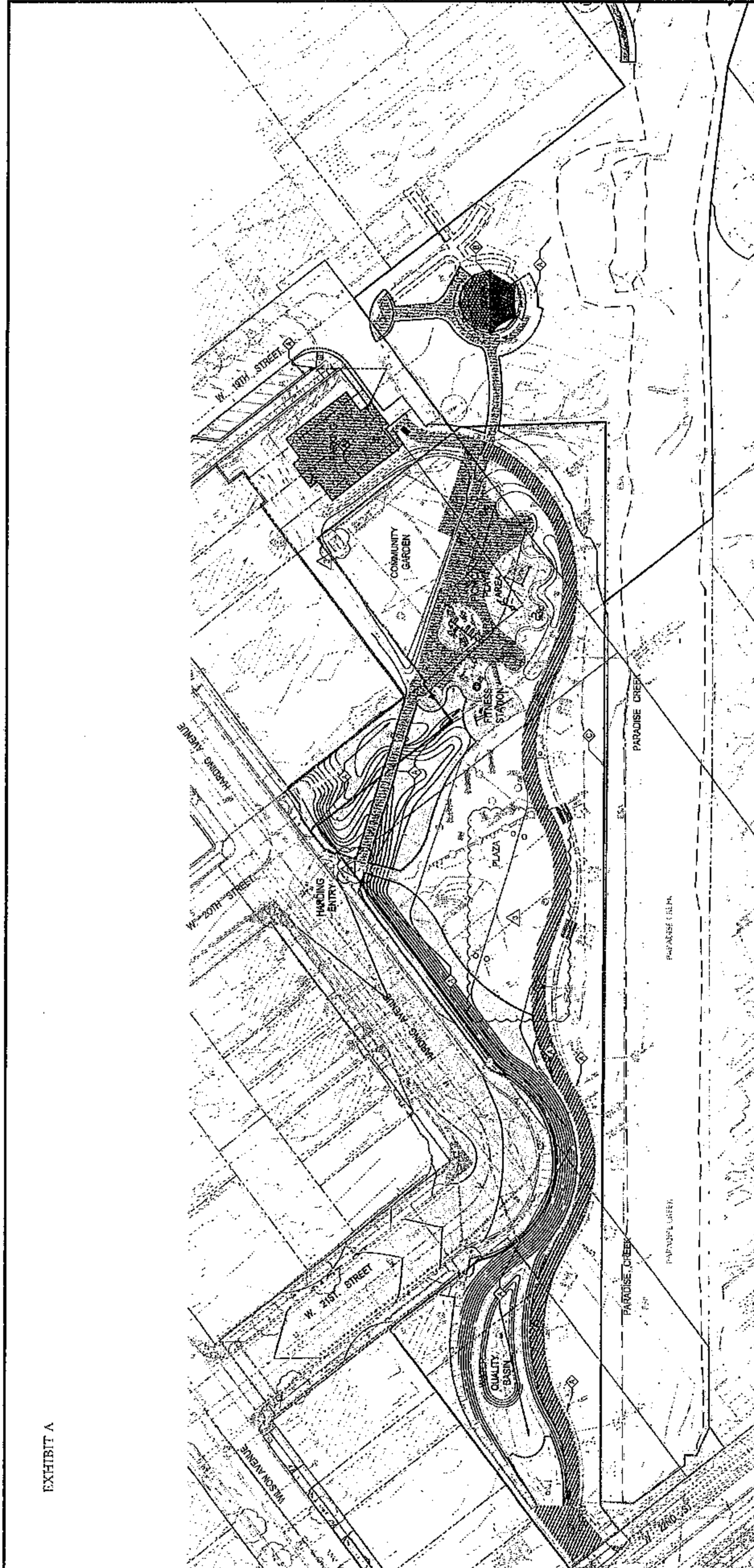
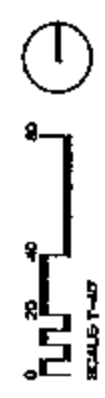


EXHIBIT A

SITE PLAN
SCALE: 1" = 40'

- KEY NOTES**
- 1. NOT-A-PART - FOR EXISTING ROUGH GRADING STREET RIGHT-OF-WAY & SLOPES, GABION WALLS, PARKING LOT CURBS & GUTTERS, AND PERVIOUS PAVING SEE CIP 18-17 IMPROVEMENT PLANS AND CONSTRUCTION CHANGES FOR HANGING AVE. AND 21ST ST.
 - 2. EXISTING KIOSKO TO REMAIN AND TO BE IMPROVED UNDER THIS CONTRACT.
 - 3. EXISTING CHAIN LINK FENCE TO BE MODIFIED UNDER THIS CONTRACT.



NATIONAL CITY
CITY OF NATIONAL CITY
PARADISE CREEK EDUCATIONAL PARK

DECLARATION OF RESPONSIBLE CHARGE
I, JAMES P. HERR, PE, STATE OF CALIFORNIA LICENSE NO. 40588, AS THE REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT I AM THE REGISTERED PROFESSIONAL ENGINEER RESPONSIBLE FOR THE DESIGN OF THIS PROJECT AS SHOWN ON THIS SET OF PLANS AND I AM NOT PROVIDING ANY PROFESSIONAL ENGINEERING SERVICES TO ANY OTHER PARTY FOR THIS PROJECT.

DATE: 11/15/18

PROJECT NO.: 11513-2-D

SHEET 2 OF 43 SHEETS

NLA
NERI LANDSCAPE ARCHITECTURE
SAN DIEGO, CA 92109
858.724.1322
WWW.NLAARCHITECTURE.COM

DIG ALERT
CALL BEFORE YOU DIG
TOLL FREE 1-800-277-2020
A PUBLIC SERVICE BY
UNDERGROUND SERVICE ALERT

REVISIONS	DATE	BY	APPROVED	DATE
AS-BUILT				
ENGINEERING DEPARTMENT				
UTILITY DEPARTMENTS				
TELEPHONE				
DATE STARTED:	(898) 636-5716			
DATE STARTED:	(898) 654-8364			
INSPECTOR:	(619) 266-5430			
DATE COMPLETED:	(619) 574-2010			
DATE COMPLETED:	(619) 409-6751			
DATE COMPLETED:	(625) 320-0998			

CONSTRUCTION RECORDS

SURVEYOR: SAMPD

REASONING: BENCHMARK STANDARD 2.5" BRASS DISK STAMPED 220 1877 (1232), LOCATED IN STANDARD MOUNTAIN WELL IN THE INTERSECTION OF HOBBER AVENUE & 18TH STREET. DATE OF SURVEY: NOVEMBER 2014 ELEVATION: 19.34 PLAIN: 400029

HORIZONTAL CONTROL: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM AND ZONE 8. POINT NUMBERS 1232 AND 1246 AS SHOWN ON RDS 14492.

EXHIBIT B – Garden Limitations

As part of the environmental regulatory closure for the Paradise Creek Park (Subject Property), the City has entered a Land Use Covenant (LUC) with the Department of Toxic Substances Control (DTSC). The intent of the LUC is to restrict future land use and or site development activities on the Subject Property that could impact the integrity of the cap or disturb the impacted soil below the cap. In the event that land use activities change or redevelopment activities occur on the Subject Property, the LUC also provides requirements for notifying DTSC in writing of any such changes that could result in any activity that would disturb the ground surface (e.g., trenching, excavating, grading, pot holing, etc.).

As part of the new park development plans, the City is planning to construct a community garden that would be managed and operated by a third party approved by the City. The proposed community garden is planned to be constructed in the northwestern area of the Subject Property. The following paragraphs address requirements and limitations associated with building the community garden in compliance with the LUC.

Background

Historic environmental studies that have been conducted on the Subject Property and under the authority of the DTSC have determined that lead is the primary chemical of concern that could present an unacceptable risk to human health based on residential land use scenario. In consideration that the Subject Property is not being redeveloped for residential purposes, DTSC approved leaving higher concentrations of lead on site and required that the upper three (3) feet of soil be excavated and hauled off-site. DTSC further required that three (3) feet of clean soil be placed above the native soils to serve as a cap to eliminate direct exposure to the lead-impacted soils. Additionally, DTSC required the City to enter a LUC with DTSC that would restrict future reuse activities on the Subject Property.

Conditions of the LUC

The LUC provides for various restrictions on the property that include conveyance of the property, soil management, prohibited activities, and land-use just to name a few. As the LUC pertains to the construction, operation, maintenance and management of the community garden, the following restrictions or limitations should be considered.

1. No activities that will disturb soil deeper than three feet (e.g., excavating, grading, soil removal, trenching, filling, earth movement, or drilling) shall be allowed on the property unless pre-approved by DTSC in writing.
2. Extraction or removal of groundwater is prohibited.
3. Activity that may alter, interfere with, or otherwise affect the impacted soil located below three feet are prohibited unless pre-approved by DTSC in writing.
4. All planting/growing activities must be conducted in a raised planter bed.
5. No plants may be planted directly into the cap or ground surface.
6. No plant with a root system that would penetrate below the bottom of the raised bed may be planted.
7. Irrigation or watering activities shall be conducted such that these activities do not contribute to erosion to the three feet cap. Drip irrigation is recommended to control runoff and erosion.

8. The community garden shall be inspected annually by the City verifying compliance with the LUC. The inspection report shall be submitted to DTSC for its approval by January 31 of each year.

In the event that any activity that could have the potential of disturbing the impacted soil located below the three feet cap or that could compromise the integrity of the cap must be reported to DTSC for pre-approval in writing.



OLIVGAR-01

VSZAFRANSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0525512 Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	CONTACT NAME: PHONE (A/C, No, Ext): (619) 464-6851 FAX (A/C, No): (619) 668-4715 E-MAIL ADDRESS: info@teagueins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Nonprofits' Insurance Alliance of California	
INSURER B : Nova Casualty Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED Olivewood Gardens & Learning Center 2505 N. Avenue National City, CA 91950	NAIC # 42552

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		201926382	9/20/2019	9/20/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							LIQUOR LIABILIT \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			201926382	9/20/2019	9/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			201926382UMB	9/20/2019	9/20/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	CF1-WK-10000235-02	9/20/2019	9/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Sexual Misconduct			201926382	9/20/2019	9/20/2020	each claim/aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Paradise Creek Community Garden

The City of National City, its officials, agents, employees and volunteers are included as additional insured for ongoing operations with respects to General Liability, when required by written contract or agreement, and with waiver of subrogation with respects to the workers compensation, per attached forms. Pollution liability is included within the general liability policy, per form attached.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 2019-26382
 Named Insured: ICF Center for Cross-Border Philanthropy*

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of National City and its officers, agents, employees and volunteers Paradise Creek Community Garden	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:
Subdivision:**

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

CITY OF NATIONAL CITY
C/O RISK MANAGER
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950

ON-SITE FOR SUPERVISION, TO HELP
MAKE SURE THE GARDEN WAS UP AND
RUNNING, RUNNING WORKSHOPS, ETC

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-03-20 Policy No. CF1-WK-10000235-02 Endorsement No. 001

Insured OLIVEWOOD GARDENS & LEARNING Premium \$ INCL.

Insurance Company Nova Casualty Company

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

Application of Soap/Water

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations shown in the Schedule, Paragraph (1)(d) of Exclusion f. of **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the operations met all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
03/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm Lazaro Insurance Agency, Inc. 3924 El Cajon Blvd San Diego, CA 92105 NATIONAL CITY CA 91950-6019	CONTACT NAME: Lazaro Neto PHONE (A/C, No, Ext): 619-229-6799 E-MAIL ADDRESS: lazaro.neto.m36f@statefarm.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 619-229-6796
	INSURER(S) AFFORDING COVERAGE	
INSURED INTERNATIONAL COMMUNITY FOUNDATION 2525 N AVE NATIONAL CITY CA 91950-6019	INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2006	TOYOTA	TUNDRA	PICKUP	5TBJU32156S470409
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

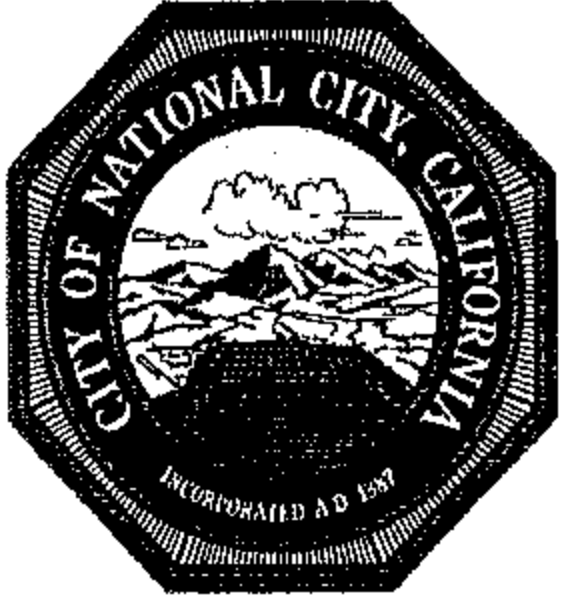
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	279 9438-B13-55B	02/13/2020	08/13/2020	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1,000,000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1,000,000
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS	279 9438-B13-55B	02/13/2020	08/13/2020	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	279 9438-B13-55B	02/13/2020	08/13/2020	<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 250 DED
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	279 9438-B13-55B	02/13/2020	08/13/2020	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input checked="" type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE
NAME AND ADDRESS OF ADDITIONAL INTEREST CITY OF NATIONAL CITY 1243 NATIONAL CITY BLVD. NATIONAL CITY, CA 91950	LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE <i>L. Matthews #4012163</i>



City of National City
Office of the City Clerk
1243 National City Blvd., National City, CA 91950-4397
Michael R. Dalla – City Clerk
(619)336-4226 (619) 336-4229

August 24, 2020

Olivewood Gardens & Learning Center
ATT: Executive Director
2525 "N" Avenue
National City, CA 91950

RE: Maintenance and Operating Agreement – Paradise Creek Educational Park

On August 4, 2020, Resolution 2020-143 was passed and adopted by the City Council of the City of National City, approving a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Educational Park.

We are enclosing for your records a copy of the above Resolution and a fully executed original Contract.

Sincerely,

Michael Dalla
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hoffman Hanono Insurance Svcs. 2090 Otay Lakes Road Suite 102 Chula Vista CA 91913	CONTACT NAME: Judy Schwartz	
	PHONE (A/C, No, Ext): 619-420-1861	FAX (A/C, No): 619-420-5701
E-MAIL ADDRESS: Certificates@hhinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NonProfits Insurance Alliance		11845
INSURER B: Employers Preferred Ins. Co.		10346
INSURER C: United States Liability Insurance Company		25895
INSURER D:		
INSURER E:		
INSURER F:		

INSURED OLIVGAR-01
 ICF Center for Cross-Border Philanthropy
 dba Olivewood Gardens & Learning Center
 2525 N Avenue
 National City CA 91950

COVERAGES **CERTIFICATE NUMBER:** 619527898 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2021-26382	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y		2021-26382	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			2021-26382-UMB	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG4846520000	9/20/2021	9/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000
A C	Sexual Misconduct Directors & Officers Liab Employment Pract Liab			2021-26382 NDO1574377D	9/30/2021 9/20/2021	9/30/2022 9/20/2022	Each Claim/Aggregate 1,000,000 Each Claim/Aggregate 1,000,000 Each Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Directors & Officers Liability Coverage includes Fiduciary Liability (\$1,000,000 per Claim).
 Reference Number: CS-00016
 The City of National City, its elected officials, officers, agents, and employees are named additional insured with regard to general and auto liability. Coverage is primary and non-contributory. Waiver of Subrogation applies with regard to workers compensation.

CERTIFICATE HOLDER City of National City Insurance Compliance PO Box 10085 - HJ Duluth GA 30096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

From: jschwartz@hhinsurance.com
To: nationalcityca nationalcityca@Ebix.com
CC: jen@olivewoodgardens.org
Subject: RE: Revised Certificate - Olivewood Gardens & Learning Center
Date: 10/6/2021 4:05:05 PM
Attachment(s):

Attached please find the revised certificate requested on behalf of Olivewood Gardens.

Thank you.

Judy Hanono Schwartz

**Please note new email for Certificates and Evidences of Insurance certificates@hhinsurance.com*

P: (619) 420-1861 F: (619) 420-5701

Email: jschwartz@hhinsurance.com

Hoffman Hanono Insurance Services

2090 Otay Lakes Rd, Suite 102, Chula Vista, CA 91913

www.hhinsurance.com

CA License # 0424824

x] x]



Employers Preferred Insurance Company

AMB #: 011826 NAIC #: 10346 FEIN #: 592222527

Administrative Office

10375 Professional Circle
Reno, Nevada 89521-4802
United States

Web: www.employers.com

Phone: 888-682-6671

Fax: 888-527-3422

[View Additional Address Information](#)

AM Best Rating Unit: AMB #: 018602 - Employers Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 051243 - Employers Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings	
Financial Strength View Definition	
Rating (Rating Category):	A- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2020

Initial Rating Date: December 02, 2008

Long-Term Issuer Credit View Definition

Rating (Rating Category): a- (Excellent)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 15, 2020

Initial Rating Date: December 02, 2008

Financial Size Category View Definition

Financial Size Category: XII (\$1 Billion to \$1.25 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Joni Cerbone

Director: Jacqualene Lentz, CPA

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

Press Release

AM Best Revises Outlooks to Stable for Employers Holdings, Inc. and Its Subsidiaries
December 15, 2020

[View AM Best's Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 2008.


Financial Strength Rating


Effective Date	Rating
12/15/2020	A-
1/16/2020	A-
12/11/2018	A-
2/22/2018	A-
1/31/2017	A-
2/12/2016	A-


Long-Term Issuer Credit Rating

Effective Date	Rating
12/15/2020	a-
1/16/2020	a-
12/11/2018	a-
2/22/2018	a-
1/31/2017	a-
2/12/2016	a-

Best's Credit & Financial Reports

- 

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018602 - Employers Insurance Group.
- 

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.
- 

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

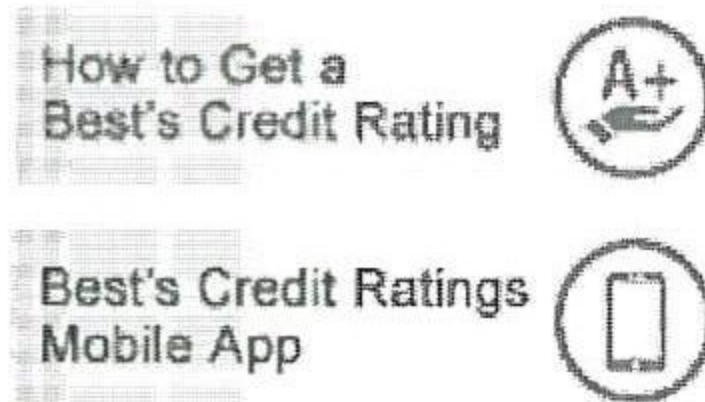
Press Releases	
<u>Date</u>	<u>Title</u>
Dec 15, 2020	AM Best Revises Outlooks to Stable for Employers Holdings, Inc. and Its Subsidiaries
Jan 16, 2020	AM Best Affirms Credit Ratings of Employers Holdings, Inc. and Its Subsidiaries
Dec 11, 2018	AM Best Affirms Credit Ratings of Employers Holdings, Inc. and Its Subsidiaries
Feb 22, 2018	A.M. Best Revises Outlooks to Positive for Employers Holdings, Inc. and Its Subsidiaries
Jan 31, 2017	A.M. Best Revises Outlooks to Stable for Employers Holdings, Inc. and Its Subsidiaries

1 2 Page size: 10 14 items in 2 pages

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Enter a Company Name

[Advanced Search](#)



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Australian Disclosures

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of National City and its officers, agents, employees, and	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of National City and its officers, agents, employees, and	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

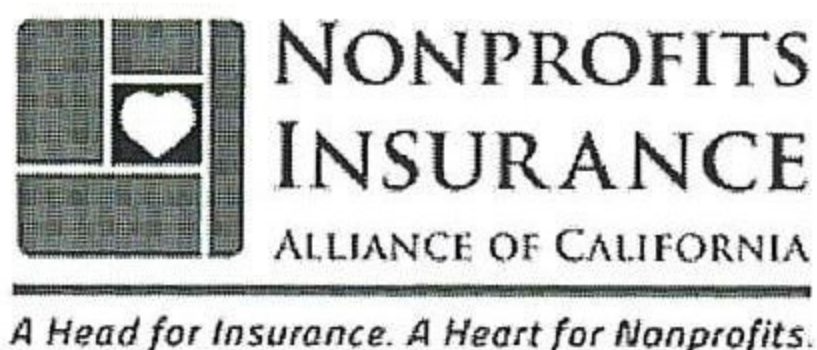
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ICF CENTER FOR CROSS BORDER PHILANTROPY,
D.B.A. OLIVEWOOD GARDENS & LEARNING CENTER**

THIS 1st AMENDMENT TO THE AGREEMENT is entered into this 16th day of November, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and ICF CENTER FOR CROSS BORDER PHILANTROPY, a California non-profit corporation, D.B.A. OLIVEWOOD GARDENS & LEARNING CENTER (the "OPERATOR").

RECITALS

WHEREAS, the CITY and the OPERATOR entered into an Agreement on August 4, 2020 ("the Agreement"), wherein the OPERATOR agreed to maintain and operate a Community Garden for the community's benefit at a Community Garden located within Paradise Creek Educational Park in National City, California; and

WHEREAS, Article 1.1, Term, establishes the Agreement shall be effective once the agreement has been executed with signatures and the Land Use Covenant has been recorded (the "Commencement Date") and the term of the agreement shall be for twelve (12) months from the Commencement Date; and

WHEREAS, the Land Use Covenant was recorded on November 16, 2020 (the "Commencement Date"); and

WHEREAS, Article 1.2, Option to Extend Term, establishes the City Manager or designee and OPERATOR may extend the Term for two (2) additional twenty-four (24) month periods; and

WHEREAS, the parties desire to enter into this First (1) Amendment to the Agreement: to clarify the initial term of the Agreement; to exercise a 24 month option to extend the Agreement from November 16, 2021 through November 15, 2023; to amend the Hours of Operation; and to amend the reporting requirements of the initial Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. Term. The City and OPERATOR hereby agree to amend Article 1.1 of the Agreement to clarify that the initial term of the Agreement will run from the

Commencement Date of November 16, 2020 and will expire on November 15, 2021.

2. Option to Extend. The City and OPERATOR hereby agree to exercise this First (1st) Option to extend the Agreement for a period of twenty-four (24) months pursuant Article 1.2. This extension will run from November 16, 2021 to November 15, 2023.
3. Hours of Operation. The City and OPERATOR hereby agree to amend Article 3.3 of the Agreement to read as follows:

OPERATOR will open the Premises to the public on Saturdays and Sundays for a minimum of ten (10) hours and Monday through Friday for a minimum of eight (8) hours so the public may enjoy the Premises and assist with minor gardening or interact with onsite volunteers. The Premises shall be open to the public Monday through Friday by appointment or for scheduled programs. No member of the public shall be denied entry to the Premises for any discriminatory basis described in Article 20.

4. Reporting by OPERATOR. The City and OPERATOR hereby agree to amend Article 3.5 of the Agreement to read as follows:

OPERATOR shall provide reports to the City Manager every six (6) months recording the total number of: (a) National City residents, participants, and volunteers that participate in OPERATOR events; (b) events and programs coordinated; and (c) capital projects completed. These reports shall also explain any of OPERATOR's operating and maintenance plans and any other pertinent statistics regarding OPERATOR's use of the Premises. Upon reasonable notice by the City Manager, or designee, OPERATOR may be required to present all information required by this Article 3.5 at a meeting of the City Council.

4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the August 4, 2020 Agreement shall remain in full force and effect.

{Signature page to follow}

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

CITY OF NATIONAL CITY

**ICF CENTER FOR CROSS BORDER
PHILANTHROPY,
D.B.A. OLIVEWOOD GARDENS &
LEARNING CENTER**

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

By:

Brad Raulston, City Manager

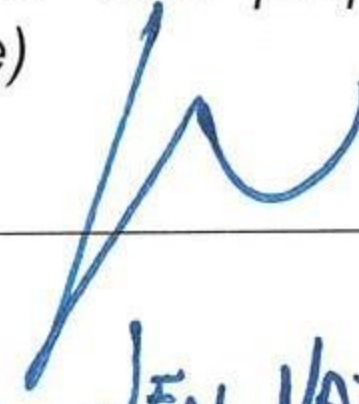
APPROVED AS TO FORM:

By:

Gabriela Torres
Deputy City Attorney

By:

(Name)



JEN NATION

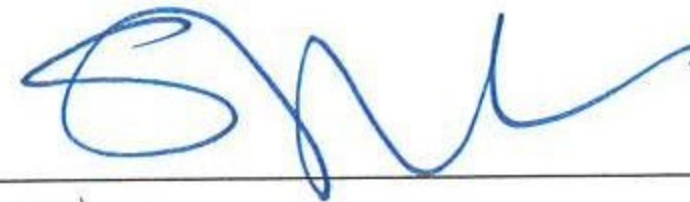
(Print)

EXECUTIVE DIRECTOR

(Title)

By:

(Name)



STEPHANIE JENSEN

(Print)

BOARD OF DIRECTORS

(Title)

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY (“CITY”) AND ICF CENTER FOR CROSS BORDER PHILANTROPY D.B.A. OLIVEWOOD GARDENS AND LEARNING CENTER FOR THE MAINTENANCE AND OPERATION OF A COMMUNITY GARDEN (“OPERATOR”) AND EXERCISING A FIRST OPTION TO EXTEND THE AGREEMENT FOR A 24 MONTH PERIOD FROM NOVEMBER 16, 2021 TO NOVEMBER 15, 2023

WHEREAS, the City of National City (“City”) and the ICF Center for Cross Border Philanthropy D.B.A. Olivewood Gardens and Learning Center (“OPERATOR”) entered into an Agreement on August 4, 2020 (“the Agreement”), wherein the OPERATOR agreed to maintain and operate a Community Garden for the community’s benefit at a Community Garden located within Paradise Creek Educational Park in National City, California; and

WHEREAS, Article 1.1, Term, establishes the Agreement shall be effective once the agreement has been executed with signatures and the Land Use Covenant has been recorded (the “Commencement Date”) and the term of the agreement shall be for twelve (12) months from the Commencement Date; and

WHEREAS, the Land Use Covenant was recorded on November 16, 2020 (the “Commencement Date”); and

WHEREAS, Article 1.2, Option to Extend Term, establishes the City Manager or designee and OPERATOR may extend the Term for two (2) additional twenty-four (24) month periods; and

WHEREAS, the parties desire to enter into this First (1) Amendment to the Agreement: to clarify the initial term of the Agreement as November 16, 2020 to November 15, 2021; to exercise a 24 month option to extend the Agreement from November 16, 2021 through November 15, 2023; to amend the Hours of Operation; and to amend the reporting requirements of the initial 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 City Manager to amend the Agreement between the City of National City and amending the Agreement between the City of National City and ICF Center for Cross Border Philanthropy D.B.A. Olivewood Gardens and Learning Center for the Maintenance and Operation of Community Garden and exercising a first option to extend the Agreement for a 24 month period from November 16, 2021 to November 15, 2023.

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 16th day of November, 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, California authorizing the acceptance of the Community Enhancement Grant from the County of San Diego in the amount of \\$5,000 to cover costs associated with the annual Kimball Holiday event and the establishment of grant fund appropriations of \\$5,000 and corresponding revenue budget. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

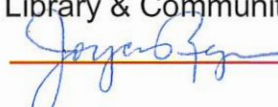
ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the acceptance of the Community Enhancement Grant from the County of San Diego in the amount of \$5,000 to cover costs associated with the annual Kimball Holiday event and the establishment of grant fund appropriations of \$5,000 and corresponding revenue budget.

PREPARED BY: Elyana Delgado

PHONE: 619-336-4352

DEPARTMENT: Library & Community Services

APPROVED BY: 

EXPLANATION:

The Library and Community Services Department applied for the County of San Diego's (County) FY22 Community Enhancement Program grant (the Program) to support the City's annual special event "A Kimball Holiday." The Program is funded by a set percent of Transient Occupancy Tax revenues. The goal of the Program is to stimulate tourism, promote the economy, create jobs, or provide a better quality of life. The Program will fund the Thirty Five Productions disc jockey service and the San Diego Ice Company snow hill attraction. For FY22, the City was awarded \$5,000 in grant funds; the City has received grant funds from the Program for 5 years, since FY18.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

282-00000-3474 (Reimbursable Grants Citywide Fund county grants account) - \$5,000.00

282-441-340-264-0000 (Reimbursable Grants Citywide Fund promotional materials account) - \$5,000.00

No financial impact on the City's General Fund budget.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution 1) authorizing the acceptance of the grant funds; 2) authorizing the City Manager to execute an agreement with the County of San Diego; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation and corresponding revenue budget.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Agreement
2. Resolution

P – 1001836
O – 12900
E – 53666
T – 001
A – 100122
Supplier # – 1114069

**COMMUNITY ENHANCEMENT PROGRAM
GRANT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND City of National City**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and **City of National City**, a Non-Profit Corporation (Grantee) on 11/16/2021 with an effective date of 10/05/2021.

WHEREAS during the 1982-83 fiscal year, the San Diego County Board of Supervisors established the Community Enhancement program; and

WHEREAS, pursuant to Board of Supervisors Policy B-58, the purpose of this Program is to provide funds to nonprofit and/or tax exempt organizations that stimulate tourism, promote the economy, create jobs, and improve the quality of life throughout San Diego County; and

WHEREAS, the County funds this program primarily with the County’s Transient Occupancy Tax; and

WHEREAS, on 10/05/2021 (23), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay Grantee the amount of \$5,000.00. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **to support A Kimball Holiday and Covid-19 Safety Protocol expenses.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Time Period for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 before the end of the Term of Agreement.**
 - (b) **Grantee shall complete Documentation of Contract Costs report setting forth Grantee’s total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this documentation to the County’s administrator promptly after spending the grant funds, but in no event later than 30 days after the end of the Term of Agreement specified above.** If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation not later than 30 days after the end of the extended Term.
 - (c) Grantee shall retain copies of all receipts, invoices, cash register tapes and other direct evidence of the expenditure of funds for which grant funds are used for the duration of the audit period specified in Paragraph 8.
 - (d) If the County’s administrator:
 - (i) determines that the Grantee failed to spend all of the grant funds

- (ii) disallows any expenditure by Grantee;
- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement; or
- (iv) grant funds were used in a manner contrary to Paragraphs 2 or 5

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within 7 County business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (e) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) and (c) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within 7 County business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator.
- (f) If Grantee incurs expenses before the County pays the grant under this Agreement, the County will reimburse Grantee in an amount not to exceed the amount specified in Paragraph 1 upon submission of documentation to County's administrator setting forth Grantee's actual expenditures for the purpose specified in Paragraph 2 and approval of the documentation by County's administrator.

5. Restrictions on use of grant funds.

- (a) Grant funds shall not be used for any purpose prohibited by laws governing the use of public funds including, but not limited to, religious purposes, political campaigning, or purely private purposes or activities.
 - (i) If Grantee provides or participates in any activity for which public funds may not be used, such as religious activities, Grantee shall inform the County of this activity before accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (b) Grantee shall not spend any grant funds on food or beverages.
- (c) Grantee shall not donate any grant funds to a third party.
- (d) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source.
- (e) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- (f) Grantee shall comply with Board Policy B-58.
- (g) Grantee's failure to comply with any provision in Paragraph 5 shall constitute a material breach of this Agreement.

6. Administrator of Agreement. The Office of Financial Planning in the Chief Financial Officer's Office shall administer this Agreement on behalf of the County, and **Elyana Delgado at (619) 336-4352** shall administer it on behalf of Grantee. County and Grantee may from time to time designate a different administrator by providing notice in the manner required by Paragraph 7.

7. Notice. All communications from Grantee to the County shall be sent to the Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Chief Financial Officer
Office of Financial Planning
County of San Diego
1600 Pacific Highway Room 352
San Diego, CA 92101

Grantee: City of National City
City of National City National City branch
1243 National City Blvd
National City, CA 91950

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered 5 County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this Paragraph.

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available, within 5 County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County, California. Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years following receipt of final payment under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within 3 County business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.


12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain such insurance as will fully protect both Grantee and County from any or all claims under any workers' compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by Grantee or by anyone directly or indirectly engaged or employed by Grantee. Grantee shall exonerate, indemnify and hold harmless County from and against, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Grantee and Grantee's employees engaged in performance of this Agreement. County and its agents and employees shall not be, or be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of Grantee.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collective, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of funds and/or Grantee's use of County funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation; however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above.
25. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Prevailing Wage.** Unless exempted by applicable law (e.g., Labor Code § 1720.4), projects using over \$1,000 of grant funds for construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, maintenance work, or any other work for which prevailing wages must be paid by Labor Code § 1720 et seq. shall be deemed a “public work” for prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the State’s prevailing wage laws. Grantee shall be solely responsible for ensuring prevailing wages are paid when owed.
- Projects subject to the payment of prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State’s prevailing wage regulations. Information regarding the State’s prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: 
Charissa Japlit
 Manager, Office of Financial Planning
 Deputy Chief Administrative Officer/Chief
 Financial Officer
 or Designated Representative

Fatima Barredo, Director
 Office of Financial Planning

By: _____ Date _____
 Authorized signatory

 Print name and title

[Note: Person signing on behalf of Grantee must be authorized by Grantee’s Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

Return This Agreement

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RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF THE COMMUNITY ENHANCEMENT GRANT FROM THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$5,000 TO COVER COSTS ASSOCIATED WITH THE ANNUAL KIMBALL HOLIDAY EVENT AND THE ESTABLISHMENT OF GRANT FUND APPROPRIATIONS OF \$5,000 AND CORRESPONDING REVENUE BUDGET

WHEREAS, the San Diego County Board of Supervisors has an established Community Enhancement Grant Program; and

WHEREAS, the purpose of this program is to provide funds to nonprofit and/or exempt organizations that stimulate tourism, promote the economy, create jobs, and improve quality of life throughout San Diego County; and

WHEREAS, the City of National City applied for grant funding under the Community Enhancement Grant Program to fund the annual Kimball Holiday event; and

WHEREAS, the County of San Diego agrees to grant the City of National City \$5,000 under the Community Enhancement Program and the City of National City wishes to accept this grant; and

WHEREAS, City staff recommends City Council authorize (1) acceptance of the Community Enhancement Grant from the County of San Diego in the amount of \$5,000 to cover costs associated with the Annual Kimball Holiday event and (2) the establishment of Grant Fund appropriations of \$5,000 and corresponding revenue budget.

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 Community Enhancement Grant from the County of San Diego in the amount of \$5,000 to cover costs associated with the Annual Kimball Holiday Event and the establishment of Grant Fund Appropriations of \$5,000 and corresponding revenue budget.

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

///

PASSED and ADOPTED this 16th day of November, 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, California approving the settlement between Leanna Navarro 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: 11/16/2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving the settlement between Leanna Navarro and the City of National City.

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

City Attorney

PHONE: 4220

DEPARTMENT:

APPROVED BY:

Charles Bell Jr.

EXPLANATION:

On June 6, 2019, Plaintiff Leanna Navarro filed a Workers' Compensation case against the City of National City. Workers' Compensation Appeal Board Case No. Claim # 12261642 ("Litigation").

In Closed Session on November 2, 2021, City Council authorized a \$67,500.00 settlement on the Litigation.

FINANCIAL STATEMENT:

APPROVED:

Mollyson

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 \$67,500 settlement between Leanna Navarro 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 LEANNA NAVARRO AND THE CITY OF NATIONAL CITY

WHEREAS, on June 6, 2019, Plaintiff Leanna Navarro (“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 # # 12261642 (“Litigation”); and

WHEREAS, in Closed Session on November 2, 2021, the City Council by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation for \$67,500.00 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 sixty-seven thousand five hundred (\$67,500.00) 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 Leanna Navarro.

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 16th day of November, 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, California authorizing the Mayor to execute the Agreement between the City of National City and Devaney Pate Morris Cameron, LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims for the total not to exceed amount of \\$75,000.00 per case and approving the City Attorney's execution of same. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 11/16/2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Agreement between the City of National City and Devaney Pate Morris Cameron, LLP for legal services in the specialized area of General Civil Litigation Defense arising from Government Claims for the total not to exceed amount of \$75,000.00 per case and approving the City Attorney's execution of same.

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

DEPARTMENT: City Attorney

PHONE: Ex. 4222

APPROVED BY: 

EXPLANATION:

To ensure the City's interests remain protected and to avoid any lapse in City's defense in active litigation matters, the City Attorney Office negotiated a new retainer agreement with Devaney Pate Morris Cameron, LLP.

Devaney Pate Morris Cameron, LLP, is a law firm that specializes in General Civil Litigation Defense arising from Government Claims legal services including consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff for an amount not to exceed \$75,000.00 per case for legal services and out of pocket disbursements pursuant to the Agreement.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

627-405-081-432-0000 Liability Claim Cost

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 authorizing the Mayor to execute an Agreement between the City of National City and Devaney Pate Morris Cameron, LLP for legal services.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Agreement
- Devaney Pate Morris Cameron, LLP's Firm Overview
- Resolution

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DEVANEY PATE MORRIS & CAMERON, LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 16th day of November, 2021 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and DEVANEY PATE MORRIS & CAMERON, LLP, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on November 2, 2021 and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

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

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

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$75,000.00 per case for LEGAL SERVICES and out-of-pocket

disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

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

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

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

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

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

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

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

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

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

(8) Travel and meals.

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

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

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM

on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

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

(1) Complete.

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

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

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

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

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

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

(3) Appropriate.

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

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

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

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

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

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

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

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

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

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; 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.

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

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

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

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

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

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

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

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of

equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

Notice to the FIRM shall be addressed to:

Leslie E. Devaney
Devaney Pate Morris & Cameron, LLP
402 West Broadway, Ste. 1300
San Diego, CA 92101-3542

cc: William C. Pate
Michelle C. Lee, Assistant to William C. Pate
Devaney Pate Morris & Cameron, LLP
402 West Broadway, Ste. 1300
San Diego, CA 92101-3542

and to: ldevaney@dpmclaw.com
wpate@dpmclaw.com
mlee@dpmclaw.com

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

Article 15. Administrative Provisions.

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

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

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

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

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

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

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

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

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo-Solis, Mayor


APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr., City Attorney

**DEVANEY PATE MORRIS &
CAMERON, LLP**

(Corporation – signatures of two corporate officers)

By: , Esq.
Title: Managing Partner

By: , Esq.
Title: Partner

November 1, 2021

VIA EMAIL ONLY

Mr. Charles E. Bell Jr., Esq.
National City, City Attorney

Tort and Liability

Bill Pate has over 20 years of experience defending public agencies in claims and litigation. California's cities face an ever increasing burden of potential municipal tort litigation.

Bill's track record demonstrates tireless effort and devotion to vigorously defend municipalities. Take the City of Del Mar for example. Bill has represented Del Mar since 2009. During that time the City has been named in at least 52 lawsuits. Only seven cases are currently active. The City has prosecuted several cases: one to shut-down a medical marijuana cooperative; another recovered \$122,000.00 in unpaid PEG fees from Time Warner Cable. The City has also sued to protect its right to appropriately regulate short term rentals. The City has rarely paid money to settle cases. Only about ten percent of the litigated cases have resulted in monetary settlements. The vast majority of cases have resolved in the City's favor, including eight lawsuits where the City prevailed on motions for summary judgment. One of which was recently held up on appeal—*Hedayatzadeh v. Del Mar* (2020) 44 Cal.App.5th 555. At least ten cases were voluntarily dismissed, including a wrongful death matter involving a drunk driver, and a serious brain injury bicycle accident where the City was indemnified by the contractor working on the Torrey Pines Bridge. Only one matter proceeded all the way to a jury trial where the City successfully defended inverse condemnation and property damage claims arising out of allegedly defective storm drains. The City won the appeal, a published decision in the City's favor—*Eskeland v. City of Del Mar* (2014) 224 Cal.App.4th 936. The City also prevailed against numerous Writs of Mandamus without any affirmative relief being afforded the petitioners.

Bill Pate also has a published decision issued by the California Supreme Court, which at the time greatly increased the protections afforded all public agencies from so-called "revival statutes" intended to increase the right to pursue otherwise time-barred claims. *Shirk v. Vista Unified* (2007) 42 Cal.4th 201.

Bill has also successfully defended public agencies in alleged premises liability that run the gamut. His cases have ranged from wrongful death arising out of criminal homicides, such as active shooters on public campuses, to drowning in a public pool, to defective roadway cases, all the way to the more unusual circumstances of an alleged wrongful death due to persons struck and killed by freight and passenger trains.

Mr. Pate defended the City of Chino in a five-fatality teenage death case arising out of an allegedly dangerous roadway surface. The City of Chino settled the case, without contributing one penny to a multi-million dollar settlement.

DPMC has also handled several lawsuits involving civil rights claims, and excessive force allegations against law enforcement. DPMC has defended the County of San Diego in several lawsuits filed against the

Sheriff’s Department filed by injured jail inmates and others taken into police custody. One suit resulted in a jury trial in July of 2019. This case concerned police practices and conduct during an arrest and subsequent need for medical attention following a citizen 911 call. The case went up on appeal and eventually resolved for roughly half the jury verdict.

Despite its successful litigation track record, DPMC takes pride in proactively advising the City in avoiding tort liability. It is the firm’s experience that many tort situations can be avoided by a combination of diligence on the part of the City, investigators, timely legal advice and strategy.

<p>DPMC by the Numbers</p> <ul style="list-style-type: none"> • 2 LANGUAGES • 4 DIVERSE ETHNICITIES • 5 FEMALE ATTORNEYS • 12 ATTORNEYS • 15 PRACTICE AREAS • 38 PUBLIC AGENCY CLIENTS • 200 YEARS OF PUBLIC PRACTICE <p><i>- Our Mission -</i></p> <p><i>To be passionate about public service and committed to serving the legal needs of California local public entities.</i></p>	<p>Our Approach</p> <p>Careful Client Selection</p> <ul style="list-style-type: none"> • Firm/Client fit is paramount • Small city and public agency focus <p>Collaborative Problem Solving</p> <ul style="list-style-type: none"> • Goes beyond limiting liability • Creative ideas and strategies <p>Strategic Planning</p> <ul style="list-style-type: none"> • Subject-matter expert attorneys • Long-term partnerships <p>Client Access</p> <ul style="list-style-type: none"> • Multi-channel communication • 24/7 availability <p>Efficient Monitoring & Reporting</p> <ul style="list-style-type: none"> • Custom activity reports • Transparent billing
<p>Practice Areas</p> <ul style="list-style-type: none"> ◆ Municipal Law ◆ Campaign & Election Ethics ◆ Water and Energy ◆ Land Use & Real Estate ◆ Employment Law ◆ Environmental & Construction ◆ Public Works ◆ Affordable Housing 	
<p>Why DPMC Is Your Best Choice</p> <ul style="list-style-type: none"> • Ideal firm/client fit – DPMC is the perfect legal partner • Demonstrated success advising similar municipalities • Well-versed in strategic partnerships with city councils • Deep bench strength – expert public entity attorneys • Responsive and motivated – we succeed when you succeed! 	

DPMC Public Statement of Commitment

Devaney Pate Morris & Cameron (DPMC) condemns and stands against racism and violence toward communities of color, and will work toward positive change.

We acknowledge that racism and xenophobia continue in our society and that unjust treatment and disrespect of people of color exist.

It is not enough to simply denounce racism. We must do something to help make our society better. DPMC will start by having conversations with people who have been victims of racism, listen instead of talk, and encourage those around us to use their voices and power to call out injustice.

To everyone on our community who are hurting, we stand with you. We will listen and learn. And then, we will do better.

DPMC LOCATIONS:

Headquarters Office:

402 W Broadway
Suite 1300
San Diego, CA 92101
Phone: 619-354-5030
Fax: 619-354-5035

Temecula Office:

One BetterWorld Circle
Suite 300
Temecula, CA 92590
Phone: 951-262-4491
Fax: 951-262-4495

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA RATIFYING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND DEVANEY PATE MORRIS CAMERON, LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF GENERAL CIVIL LITIGATION DEFENSE ARISING FROM GOVERNMENT CLAIMS FOR THE TOTAL NOT TO EXCEED AMOUNT OF \$75,000 PER CASE AND APPROVING THE CITY ATTORNEY'S EXECUTION OF SAME

WHEREAS, to ensure the City of National City's ("City") interests remain protected and to avoid any lapse in City's defense in active litigation matters, the City Attorney's Office negotiated a new retainer agreement with Devaney Pate Morris Cameron, LLP; and

WHEREAS, the legal services will include representing the City in the specialized area of general civil litigation defense arising from government claims for an amount not to exceed \$75,000 per case.

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

Section 1: Authorizes the Mayor to execute the Agreement between the City of National City and Devaney Pate Morris Cameron, LLP for legal services in the specialized area of general civil litigation defense arising from government claims for the total not to exceed the amount of \$75,000 per case and approving the City Attorney's execution of same.

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 16th day of November, 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, California approving a General Fund appropriation in the amount of \\$22,000 for fiscal year 2020-2021 for outside legal support from Liebert Cassidy Whitmore for employment law matters. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a General Fund appropriation in the amount of \$22,000 for fiscal year 2020-2021 for outside legal support from Liebert Cassidy Whitmore for employment law matters.

PREPARED BY: Robert J. Meteau, Jr, HR Director

DEPARTMENT: Human Resources

PHONE: 619-336-4308

APPROVED BY: 

EXPLANATION:

The City of National City engages in outside legal support for specialized areas, including employment law. Since 2017, Liebert Cassidy Whitmore, a Professional Law Corporation has served as the City's subject matter expert in areas such as employee investigations and COVID-19 policies and has been instrumental in providing support to the Human Resources Department.

In fiscal year 2021 (FY21) the services provided by Liebert Cassidy Whitmore to the City totaled \$72,000. The previous agreement and FY21 budget was \$50,000. Therefore, an additional appropriation is necessary for the \$22,000 over the previous agreement & appropriation threshold in order to cover services incurred by the City from Liebert Cassidy Whitmore.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.:

APPROVED: _____ **MIS**

Expenditure: Professional Services 001-407-083-213-0000
Funding Source: General Fund unassigned fund balance

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A GENERAL FUND APPROPRIATION IN THE AMOUNT OF \$22,000 FOR FISCAL YEAR 2020-2021 FOR OUTSIDE LEGAL SUPPORT FROM LIEBERT CASSIDY WHITMORE FOR EMPLOYMENT LAW MATTERS

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas, including employment law; and

WHEREAS, since 2017, Liebert Cassidy Whitmore, a Professional Law Corporation has served as the City’s subject matter expert in areas such as employee investigations and COVID-19 policies and has been instrumental in providing support to the Human Resources Department; and

WHEREAS, the Fiscal Year 2021 (“FY21”) budget allocated \$50,000 for services provided by Liebert Cassidy Whitmore, however, the cost of services provided exceeded \$50,000 by an amount of \$22,000 for a total amount of \$72,000; and

WHEREAS, an additional appropriation of \$22,000 is necessary in order to cover services incurred by the City from Liebert Cassidy Whitmore.

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

Section 1: Approves a General Fund appropriation in the amount of \$22,000 for Fiscal Year 2020-2021 for outside legal support from Liebert Cassidy Whitmore for employment law matters.

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 16th day of November, 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, California: 1\) awarding a contract to Crest Equipment Inc. in the not-to-exceed amount of \\$1,281,798.37 for the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02; 2\) authorizing a 15% contingency in the amount of \\$192,269.76 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Crest Equipment Inc. in the not-to-exceed amount of \$1,281,798.37 for the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02; 2) authorizing a 15% contingency in the amount of \$192,269.76 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Contract Award - \$1,281,798.37

Expenditure Account No. 296-409-500-598-6579 - \$1,281,798.37 (El Toyon-Las Palmas Bicycle Corridor Project)

15% Contingency – \$192,269.76

Expenditure Account No. 296-409-500-598-6579 - \$82,131.63 (El Toyon-Las Palmas Bicycle Corridor Project)

Expenditure Account No. 109-409-500-498-6035 - \$110,138.13 (SB1-Gas Tax - Street Resurfacing)

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved February 13, 2017, and revalidated February 7, 2021.

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

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Crest Equipment Inc. in the not-to-exceed amount of \$1,281,798.37 for the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/Exhibit
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contract Agreement
5. Resolution

EXPLANATION

On December 10, 2014, the California Department of Transportation (Caltrans) awarded a \$375,000 Federal Active Transportation Program (ATP) grant for the El Toyon-Las Palmas Bicycle Corridor Project. There is no local match requirement.

The State's \$375,000 allocation was distributed by Project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - \$50,000
- Plans, Specifications and Estimate (PS&E) – \$250,000
- Right-of-Way (ROW) - \$75,000

On June 21, 2016, City Council adopted Resolution No. 2016-96 authorizing 1) the Mayor to execute Program Supplement Agreement Number F011 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and 2) the appropriation of \$50,000 for the project.

On December 16, 2016, Caltrans awarded a \$1,544,000 Federal ATP grant for the construction phase of the Project. There is no local match requirement.

On November 8, 2017, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phase, establishing the date for eligible reimbursement.

On February 20, 2018, City Council adopted Resolution No. 2018-24 authorizing 1) the establishment of an appropriation in the amount of \$325,000 and a corresponding revenue budget for the El Toyon-Las Palmas Bicycle Corridor Project.

On April 28, 2021, Caltrans issued an Authorization to Proceed to the City for the Construction phase, establishing the date for eligible reimbursement. Similar to the PS&E and R/W phase, there is no local match requirement for the construction phase.

On October 19, 2021, City Council adopted Resolution No. 2021-154 authorizing the Mayor to execute Program Supplement Agreement No. N011 Rev. 1 to Administering Agency-State Master Agreement No. 11-5066F15 which is required to allow for reimbursement of eligible project expenditures through the Federal ATP grant.

The El Toyon-Las Palmas Bicycle Corridor Project includes construction of a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park. Improvements along the bicycle corridor will include Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs and pedestrian actuated flashing crosswalk signs; and storm water treatment infiltration areas.

On September 30, 2021, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On October 5, 2021 and October 12, 2021, the bid solicitation was advertised in local newspapers.

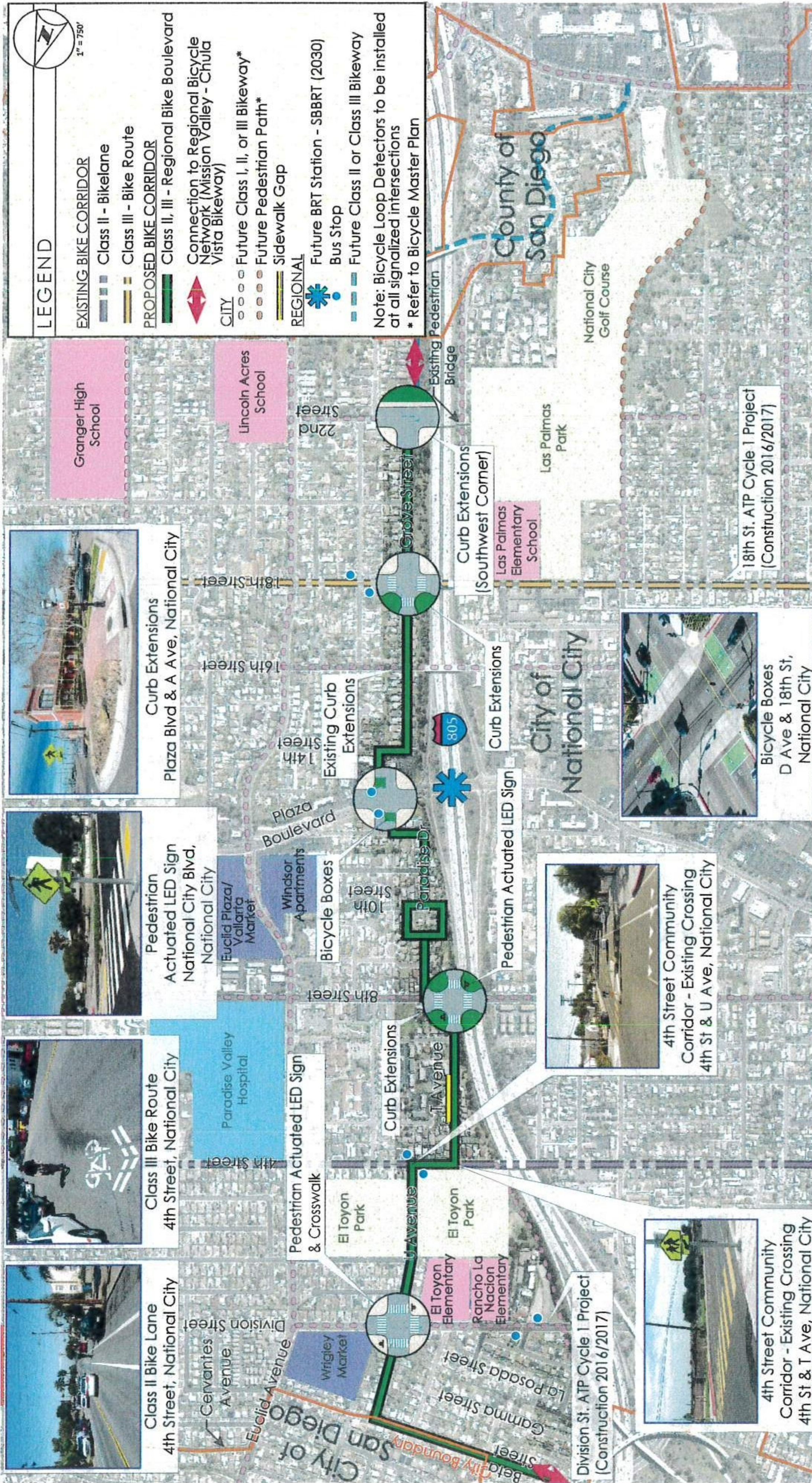
On October 22, 2021, eight (8) bids were received by the 1:00 p.m. deadline. Crest Equipment Inc. was the apparent lowest bidder with a total bid amount of \$1,281,798.37. Upon review of all documents submitted, Crest Equipment Inc.' bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Crest Equipment Inc. in the amount not to exceed \$1,281,798.37 and authorizing a 15% contingency in the amount of \$192,269.76 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed by summer 2022. Typically construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.

Project Improvement Map



El Toyon - Las Palmas Regional Bicycle Boulevard



BID OPENING SUMMARY

NAME: EL TOYON LAS PALMAS BICYCLE CORRIDOR PROJECT
CIP NO: 19-02
DATE: Friday, October 29, 2021
TIME: 1:00 P.M.
ESTIMATE: \$1,330,000.00
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1,2	BID SECURITY - BOND
1.	Crest Equipment, Inc 161 Scottford Dr. El Cajon, California 92021	\$1,281,798.37	Yes	Bond
2.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, California 92126	\$1,454,443.00	Yes	Bond
3.	Palm Engineering Construction Company 3545 Camino Del Rio South, Ste. A San Diego, California 92108	\$1,496,659.34	Yes	Bond
4.	Portillo Concrete Inc. 3527 Citrus St. Lemon Grove, California 91945	\$1,592,292.00	Yes	Bond
5.	PAL General Engineering Inc. 2364 Paseo De Las Americas, Ste. 104-1461 San Diego, California 92154	\$1,684,615.10	Yes	Bond
6.	Entenman Development Group Inc. 421 Broadway Ave, Ste. 62 San Diego, California 92101	\$1,788,600.55	Yes	Bond
7	C.S. Legacy Construction Inc. 5781 Schaefer Ave. Chino, California 91710	\$1,788,600.55	Yes	Bond
8	LB Construction Inc. 324 E. Valley Pkwy Escondido, California 92025	\$1,958,628.50	Yes	Bond

Bid Results for El Toyon Las Palmas Bicycle Corridor Project (CIP No. 19-02)

Item No.	Description	Unit	Qty.	Crest Equipment Inc.	Tri Group Engineering	Palm Engineering Construction Company
Base Bid - El Toyon Las Palmas Bicycle Corridor Project						
1	Mobilization/Demobilization	Lump	1	\$18,000.00	\$50,000.00	\$71,000.00
2	Surveying and Construction Staking	Lump	1	\$20,000.00	\$30,000.00	\$23,000.00
3	Signing and Striping	Lump	1	\$58,618.35	\$60,000.00	\$64,201.00
4	Traffic Control and Pedestrian Control	Lump	1	\$62,000.00	\$60,000.00	\$40,000.00
5	Clearing and Grubbing	Lump	1	\$48,000.00	\$160,000.00	\$67,491.51
6	Water Pollution Control	Lump	1	\$7,200.00	\$40,000.00	\$27,500.00
7	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10, G-11	SF	7,920	\$10.25	\$12.00	\$12.00
8	Construct Curb Ramp (All Types)	Each	5	\$5,200.00	\$4,000.00	\$4,600.00
9	Remove and Replace ADA Ramps (All Types) Per Paving and Curb Ramp Plan	Each	19	\$106,400.00	\$4,000.00	\$5,500.00
10	Construct 6" Curb and Gutter per SDRSD G-2	LF	420	\$58.00	\$50.00	\$50.00
11	Construct 6" Curb and Gutter - Rolled Type B per SDRSD G-4A	LF	294	\$58.00	\$50.00	\$45.00
12	Construct Protected Bikeway Raised Curb per detail I on Sheet 03	LF	103	\$14.75	\$5.00	\$65.00
13	Construct 4" Integral Colored Stamped Concrete	SF	190	\$2,707.50	\$25.00	\$18.00
14	Construct Concrete Driveway Type D per SDRSD G-14D	SF	250	\$3,125.00	\$12.00	\$16.00
15	Construct 2" AC over 4" Class II Base Driveway	SF	714	\$12.50	\$10.00	\$5.24
16	Construct 6" Concrete Driveway	SF	424	\$12.50	\$12.00	\$16.00
17	Construct 6" PCC Driveway Approach Slab	SF	431	\$5,387.50	\$12.00	\$16.00
18	Construct 6" Modified B-4 Curb per detail J on Sheet 03	LF	94	\$48.00	\$50.00	\$4,700.00
19	Construct Cross Gutter per SDRSD G-12	SF	3,800	\$14.25	\$18.00	\$68,400.00
20	Construct Concrete Median Passageway, Type A with Domes per Caltrans A88B	Each	1	\$8,900.00	\$8,000.00	\$7,000.00
21	Construct 13'x7' Filterra or Approved Equal	Each	1	\$59,000.00	\$35,000.00	\$56,529.00
22	Construct Asphalt Concrete Pavement	Ton	643	\$86,805.00	\$110.00	\$118.00
23	Construct Class II Aggregate Base	Ton	1,230	\$48.00	\$40.00	\$61.00
24	1.5" Mill	SF	142,486	\$0.32	\$0.50	\$0.42
25	1.5" Overlay	Ton	1,290	\$135.00	\$105.00	\$120.00
26	6" Pavement Rehabilitation Dig-Out (Construct AC Pavement)	Ton	260	\$225.00	\$200.00	\$208.00
27	Type II Slurry Seal with Crack Fill	SY	19,845	\$84,341.25	\$4.00	\$7.03
28	Edge Grind and Overlay (T Avenue) per Detail G on Sheet 03	Ton	30	\$7,050.00	\$500.00	\$244.00
29	Adjust Sewer Manhole to Grade	Each	2	\$500.00	\$1,000.00	\$748.00
30	Furnish and Install Sidewalk Underdrain Pipe per SDRSD D-27	Each	1	\$300.00	\$1,000.00	\$1,000.00
31	Landscape	LS	1	\$22,500.00	\$40,000.00	\$23,697.00
32	Unclassified Excavation	Lump	1	\$5,200.00	\$40,000.00	\$35,000.00
33	Removal, disposal and replacement of Unsuitable Material	CY	150	\$7,500.00	\$162.00	\$60.00
34	Furnish and Install No. 5 Pull Box	Each	6	\$1,050.00	\$1,000.00	\$720.00
35	Electrical Conduit, Wiring and Trenching	LS	1	\$26,000.00	\$20,000.00	\$18,240.00
36	Furnish and install LED illuminated sign assembly	Each	4	\$11,550.00	\$11,500.00	\$18,960.00
37	Furnish and install Type 15 Pole and LED Luminaire with Foundation	Each	2	\$7,875.00	\$8,000.00	\$11,880.00
38	Furnish and Install Type 1-B Pole with foundation	Each	2	\$1,890.00	\$2,000.00	\$2,760.00
39	Loop detector modification (Grove at Plaza, N. T Ave at Division)	Imp Su	1	\$9,450.00	\$9,000.00	\$18,000.00
	Total			\$1,281,798.37	\$1,454,443.00	\$1,496,659.34

OWNER - CONTRACTOR AGREEMENT

EL TOYON LAS PALMAS BICYCLE CORRIDOR, CIP NO. 19-02

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Crest Equipment Inc. ("Contractor")**, 161 Scottford Dr. El Cajon, CA 92021, on the **16th of November, 2021**, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

WB
(Initial)

SB
(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Charles E. Bell, Jr.
City Attorney

Contractor:
Crest Equipment Inc.

Wendy Belio
(Owner/Officer signature)

Wendy Belio pres
Print name and title

Steve Belio
(Second officer signature if a corporation)

STEVE BELIO V.P.
Print name and title

09000770
Contractor's City Business License No.

892791 A
State Contractor's License No. and Class

1161 Scottford Dr
Business street address

El Cajon CA 92021
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

I, Wendy Belio certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Wendy Belio, who signed said contract on behalf of the Contractor, was then President/Secretary of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, Steve Belio certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Steve Belio, who signed said contract on behalf of the Contractor, was then V.P / Treasury of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____

(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the 16th day of November, 2021, has awarded Crest Equipment Inc., hereinafter designated as the "Principal", the EL TOYON LAS PALMAS BICYCLE CORRIDOR, CIP NO. 19-02.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of One Million, Two Hundred Eighty One Thousand, Seven Hundred Ninety Eight, and Thirty Seven Cents (\$1,281,798.37) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the _____ day of _____, 20____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the 16th day of November, 2021, has awarded Crest Equipment Inc., hereinafter designated as the "Principal", the EL TOYON LAS PALMAS BICYCLE CORRIDOR, CIP NO. 19-02.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of One Million, Two Hundred Eighty One Thousand, Seven Hundred Ninety Eight, and Thirty Seven Cents (\$1,281,798.37) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)

) ss

COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: CA20210001 10/29/2021

Superseded General Decision Number: CA20200001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	03/05/2021
3	03/19/2021
4	04/09/2021
5	04/23/2021
6	06/04/2021
7	06/11/2021
8	06/25/2021
9	07/23/2021
10	07/30/2021
11	08/06/2021
12	08/27/2021
13	09/03/2021
14	09/17/2021
15	10/01/2021
16	10/08/2021
17	10/15/2021

18

10/29/2021

* ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

* ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

BRCA0004-008 11/01/2019

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.60	18.05

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0213-003 07/01/2021

Rates Fringes

Drywall

(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scrapper...	\$ 22.16	8.62

 CARP0619-002 07/01/2021

Rates Fringes

Drywall

(2) All other work		
Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scrapper...	\$ 23.07	8.62

 CARP0619-003 07/01/2021

Rates Fringes

CARPENTER

(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

 CARP0619-004 07/01/2021

Rates Fringes

Diver

(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

 CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....	\$ 21.85	7.15
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 CARP1607-004 07/01/2021

Rates Fringes

MILLWRIGHT.....	\$ 51.90	16.48
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 ELEC0569-001 06/01/2021

Rates Fringes

Electricians (Tunnel Work)		
Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88
Electricians: (All Other Work, Including 4 Stories Residential)		

Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

ELEC0569-004 06/01/2021

Rates Fringes

ELECTRICIAN (Sound & Communications Sound Technician).....\$ 35.20 13.84

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

ELEC0569-005 06/01/2021

Rates Fringes

Sound & Communications
Sound Technician.....\$ 35.20 13.84

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 02/22/2021

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

Rates Fringes

Traffic signal, street light

and underground work

Utility Technician #1.....	\$ 35.17	9.01
Utility Technician #2.....	\$ 28.60	8.80

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

 ELEC0569-008 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

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	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:
 \$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system

(below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail

locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;

Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00089-001 07/01/2020

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48

Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	18.80

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettleman, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and

any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all pwder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LAB00089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

LAB00089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber,Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical

Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulking, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), Kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer,

Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air

Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

PLAS0500-001 07/01/2018

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 58.33	25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

 PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 42.74	21.28

 PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

 ROOF0045-001 07/01/2021

	Rates	Fringes
ROOFER.....	\$ 37.75	10.24

SFCA0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.01	24.62

SHEE0206-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 09/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69
GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5

yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) AWARDING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT TO CREST EQUIPMENT INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,281,798.37 FOR THE EL TOYON LAS PALMAS BICYCLE CORRIDOR PROJECT, CIP NO. 19-02; 2) AUTHORIZING A 15% CONTINGENCY FOR \$192,269.76 FOR ANY UNFORESEEN CHANGES

WHEREAS, the for the El Toyon-Las Palmas Bicycle Corridor Project (“Project”) includes the construction of a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park; and

WHEREAS, improvements along the bicycle corridor will include Class II and III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs, and pedestrian actuated flashing crosswalk signs; and stormwater treatment infiltration areas; and

WHEREAS, on September 30, 2021, the City of National City (“City”) posted the bid solicitation on PlanetBids, a free public electronic bidding system for contractors, and on October 5, 2021, and October 12, 2021, the City advertised in local newspapers; and

WHEREAS, on October 22, 2021, the City received eight (8) bids by the 1:00 p.m. deadline for the Project; and

WHEREAS, Crest Equipment Inc. was the lowest responsive bidder with a total bid amount of \$1,281,798.37; and

WHEREAS, upon review of all documents submitted, City staff determined Crest Equipment Inc. is the lowest responsive bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends awarding a contract to Crest Equipment Inc. in the not-to-exceed amount of \$1,281,798.37; and

WHEREAS, City staff requests City Council authorize the Mayor to execute the contract with Crest Equipment Inc. for the Project; and

WHEREAS, City staff further requests City Council authorize a 15% contingency amount up to \$192,269.76 for any unforeseen conditions that may arise during the Project.

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

Section 1: Awards the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02, to the lowest responsive, responsible bidder, to wit:

CREST EQUIPMENT INC.

Section 2: Authorizes the Mayor to execute a contract with Crest Equipment Inc. for \$1,281,798.37 for the El Toyon Las Palmas Bicycle Corridor Project, CIP No. 19-02.

Section 3: Authorizes a 15% contingency in the amount of up to \$\$192,269.76 for any unforeseen changes.

Section 4: 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 16th day of November, 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, California: 1\) awarding a contract to Tri-Group Construction and Development, Inc. in the not-to-exceed amount of \\$1,403,820.00 for the Citywide Safe Routes to School Project, CIP No. 19-04; 2\) authorizing a 15% contingency in the amount of \\$210,573.00 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Tri-Group Construction and Development, Inc. in the not-to-exceed amount of \$1,403,820.00 for the Citywide Safe Routes to School Project, CIP No. 19-04; 2) authorizing a 15% contingency in the amount of \$210,573.00 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Contract Award - \$1,403,820.00

Expenditure Account No. 296-409-500-598-6166 - \$1,403,820.00 (Citywide Safe Routes to School Project)

15% Contingency - \$210,573.00

Expenditure Account No. 296-409-500-598-6166 - \$146,966.00 (Citywide Safe Routes to School Project)

Expenditure Account No. 307-409-500-598-6166 - \$63,607.00 (Citywide Safe Routes to School - NC15)

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved April 29, 2016, and revalidated May 29, 2018, and February 7, 2021.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Tri-Group Construction and Development, Inc. in the not-to-exceed amount of \$1,403,820.00 for the Citywide Safe Routes to School Project, CIP No. 19-04.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/Exhibit
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution

Explanation

On September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program (ATP) grant for the National City SRTS Ped Enhancements Project (Project).

On October 6, 2015, City Council adopted Resolution No. 2015-148 authorizing 1) the Mayor to execute Program Supplement Agreement Number N010 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and 2) the appropriation of \$50,000 for the project. The remaining \$300,000 would be eligible for reimbursement once the State authorized the City to proceed.

The State has allocated the remaining \$300,000 (\$225,000 for the Plans, Specifications, and Estimate (PS&E) phase, and \$75,000 for the Right-of-Way (R/W) phase) for the Project. On June 15, 2018, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phase, establishing the date for eligible reimbursement. There is no local match requirement.

On March 19, 2018, Caltrans awarded a \$1,678,000 Federal ATP grant for the construction phase of the Project.

On July 17, 2018, City Council adopted Resolution No. 2018-125 authorizing 1) the acceptance of Federal ATP grant funds in the amount of \$300,000, and 2) the establishment of a SRTS Fund Appropriation in the amount of \$300,000 and a corresponding revenue budget for the National City SRTS Pedestrian Enhancements Project.

On March 9, 2021, Caltrans issued an Authorization to Proceed to the City for the Construction phase, establishing the date for eligible reimbursement. Similar to the PS&E and R/W phase, there is no local match requirement for the construction phase.

On May 4, 2021, City Council adopted Resolution No. 2021-42 authorizing the Mayor to execute Program Supplement Agreement No. N010 Rev. 2 to Administering Agency-State Master Agreement No. 11-5066R which is required to allow for reimbursement of eligible project expenditures through the Federal ATP grant.

The improvements are based on barriers identified during a series of comprehensive Walk Audits as part of the City's SMART Foundation Plan. Pedestrian barriers identified during the walk audit include: lifted sidewalks, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals. The project will address these barriers by providing the following enhancements: 27 high visibility continental crosswalks, 51 ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School. Additional proposed improvements include the construction of a neighborhood traffic circle at the intersection of Newell Street

and E. 20th Street, with traffic calming curb extensions and speed cushions near Las Palmas Elementary School between E. 20th Street and 22nd Street.

On September 30, 2021, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On October 5, 2021 and October 11, 2021, the bid solicitation was advertised in local newspapers.

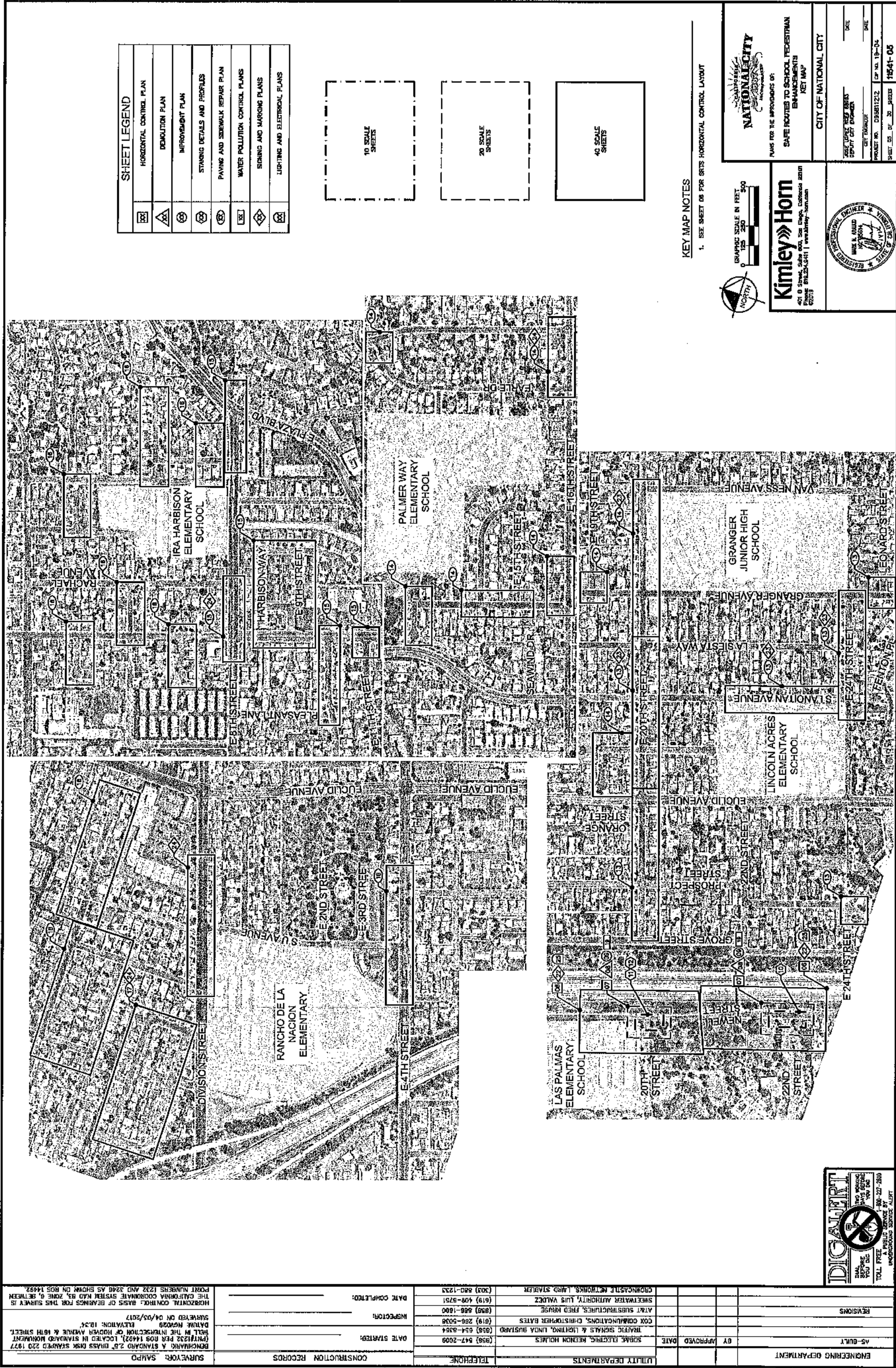
On October 29, 2021, four (4) bids were received by the 2:00 p.m. deadline. Tri-Group Construction and Development, Inc. was the apparent lowest bidder with a total bid amount of \$1,700,000.00. Upon review of all documents submitted, Tri-Group Construction and Development, Inc. bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

The low-bid received exceeded the construction funds available through the grant, and as such staff has reduced the scope in order to reduce the budget. Specifically, the total number of ADA pedestrian ramps has been reduced from 110 to 51, and the curb and gutter line item has been reduced from 2,360 to 1,180 which still satisfies the grant. This scope reduction results in a cost reduction in the amount of \$296,180, bringing the proposed construction contract award to \$1,403,820.

Staff recommends awarding a contract to Tri-Group Construction and Development, Inc. in the amount not to exceed \$1,403,820.00 and authorizing a 15% contingency in the amount of \$210,573.00 to address any unforeseen conditions that may arise.

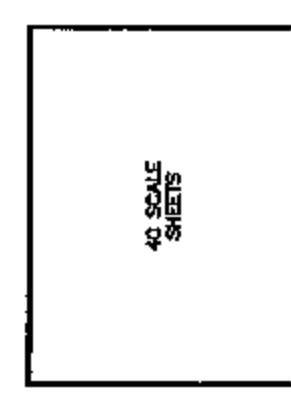
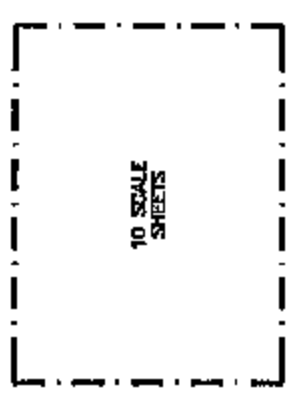
Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed by winter 2022. Typically construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.



SHEET LEGEND

	HORIZONTAL CONTROL PLAN
	DEMOLITION PLAN
	IMPROVEMENT PLAN
	STAKING DETAILS AND PROFILES
	PAVING AND SIDEWALK REPAIR PLAN
	WATER POLLUTION CONTROL PLANS
	SIGNING AND MARKING PLANS
	LIGHTING AND ELECTRICAL PLANS



KEY MAP NOTES

1. SEE SHEET OR FOR SETS HORIZONTAL CONTROL LAYOUT



Kimley-Horn
 401 B Street, Suite 600, San Diego, California 92101
 Phone: 619.291.5411 | www.kimley-horn.com




NATIONAL CITY
 PLANS FOR THE IMPROVEMENTS OF
 SAFE ROUTES TO SCHOOL PEDESTRIAN
 ENHANCEMENTS
 NET MAP
 CITY OF NATIONAL CITY

PROJECT NO.	D3581212	DATE	08-18-04
CITY ENGINEER		DATE	
SHEET NO.	20	TOTAL SHEETS	18641-05

<p>ENGINEERING DEPARTMENT DATE: _____ BY: _____ APPROVED: _____</p>		<p>UTILITY DEPARTMENTS TELEPHONE: _____</p>	
<p>AS-BUILT</p>		<p>DATE STARTED: _____</p>	
<p>REVISIONS</p>		<p>INSPECTOR: _____</p>	
<p>DATE COMPLETED: _____</p>		<p>CONSTRUCTION RECORDS</p>	
<p>SURVEYOR: SAMPD</p>			






NATIONAL CITY

PLANS FOR THE IMPROVEMENTS OF:
SAFE ROUTES TO SCHOOL PEDESTRIAN
ENHANCEMENTS
HORIZONTAL CONTROL PLAN
CITY OF NATIONAL CITY

DATE: _____
BY: _____
PROJECT NO.: DRS811212
SHEET NO. OF 30 SHEETS

Kimley-Horn

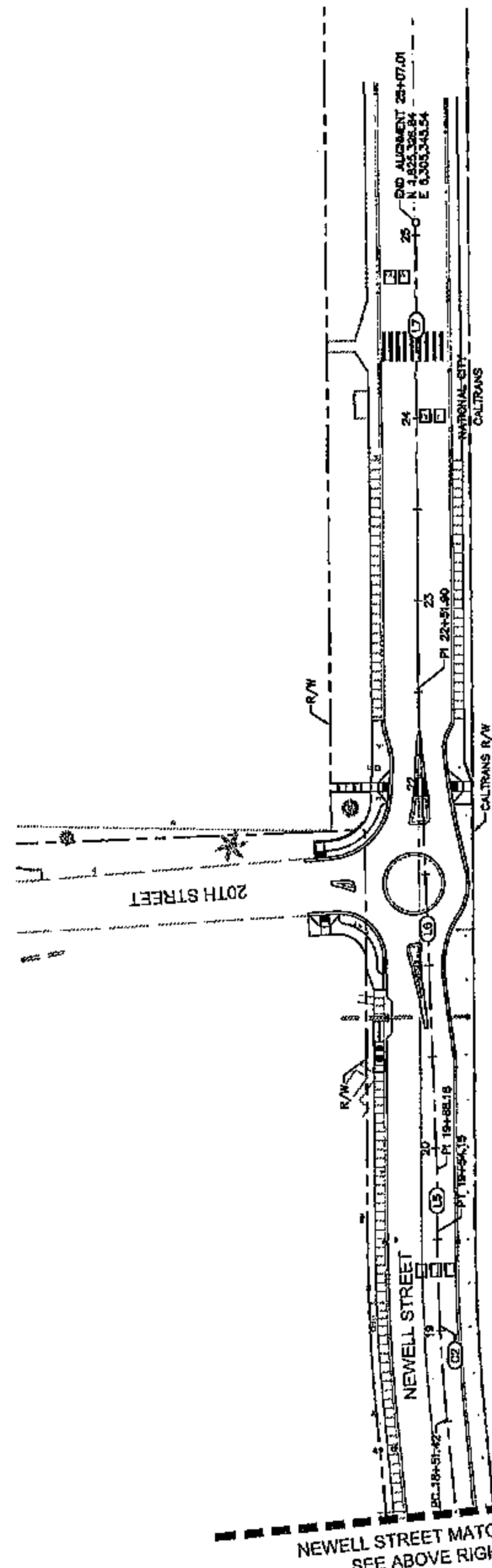
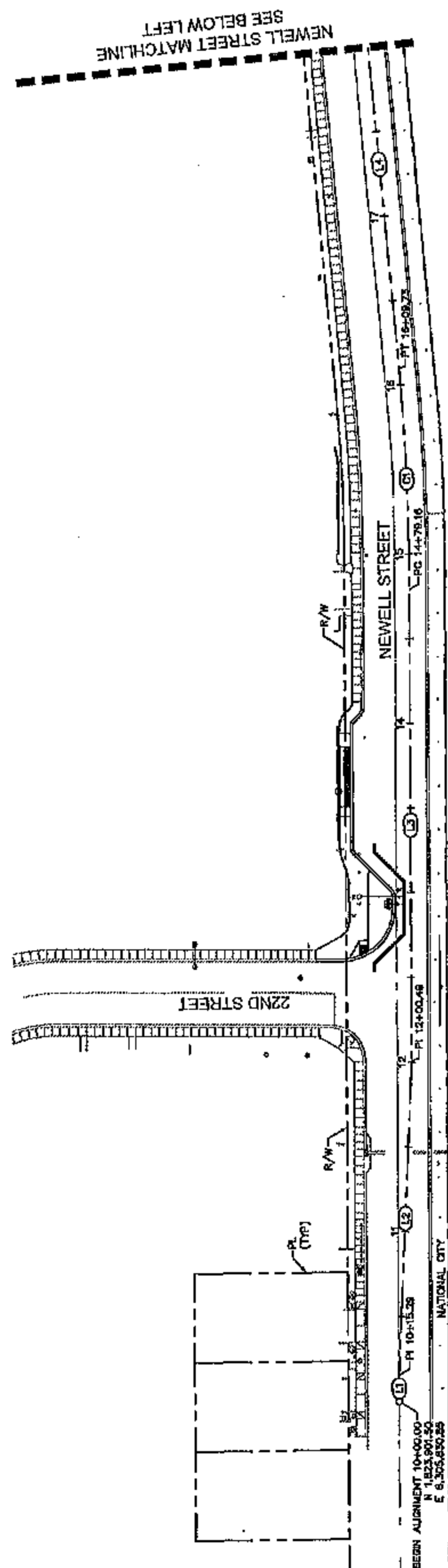
401 B Street, Suite 600, San Diego, California 92101
Phone: 619.444.0441 | www.kimley-horn.com



CONSTRUCTION CENTERLINE DATA TABLE			REMARKS	
NO.	DELTA OR BRG	RADIUS	LENGTH	
C1	Δ45° 00' 42"	1492.7'	150.57'	NEWELL STREET CONSTRUCTION E
C2	Δ45° 16' 20"	1116.0'	102.73'	NEWELL STREET CONSTRUCTION E
C3	N 17°47'33" W	16.29'	16.29'	NEWELL STREET CONSTRUCTION E
C4	N 14°54'33" W	105.20'	105.20'	NEWELL STREET CONSTRUCTION E
C5	N 17°35'08" W	276.66'	276.66'	NEWELL STREET CONSTRUCTION E
C6	N 22°51'17" W	241.65'	241.65'	NEWELL STREET CONSTRUCTION E
C7	N 17°24'48" W	34.02'	34.02'	NEWELL STREET CONSTRUCTION E
C8	N 18°28'15" W	283.73'	283.73'	NEWELL STREET CONSTRUCTION E
C9	N 17°28'36" W	253.11'	253.11'	NEWELL STREET CONSTRUCTION E

GENERAL NOTES

- FOR TOP OF CURB, BACK OF SIDEWALK CURBS, AND WALL GEOMETRIC DATA, SEE SHEET 07.



ENGINEERING DEPARTMENT
BY: APPROVED DATE: (658) 947-2009
DATE STARTED: (658) 854-8364
INSPECTOR: (658) 886-1900
DATE COMPLETED: (619) 498-0781

CONSTRUCTION RECORDS
SURVEYOR: SAMPO
REMARKS: A STANDARD 25" BRASS DISK STAMPED 220 1877 (7/12/22 PER ROS 14492) LOCATED IN STANDARD CORNER WELL IN THE INTERSECTION OF HOOVER AVENUE & 19TH STREET. DATUM: NGVD29 ELEVATION: 18.34' SURVEYED ON 04/03/2017

REVISIONS	DATE	BY	APPROVED	DATE	REVISIONS
SOAKE ELECTRIC, KEIRON HOLMES	(658) 947-2009				
TRAFFIC SIGNALS & LIGHTING, LINDA BUSTARD	(658) 854-8364				
COX COMMUNICATIONS, CHRISTOPHER BATES	(619) 266-8038				
AT&T SUBSIDIARIES, FRED KRUZE	(658) 886-1900				
SWEFATER AUTHORITY, LUIS VALDEZ	(619) 498-0781				
CHRONCASTLE NETWORKS, LARRY STABLER	(302) 860-1233				





BID OPENING SUMMARY

NAME: CITYWIDE SAFE ROUTES TO SCHOOL PROJECT
CIP NO: 19-04
DATE: Friday, October 29, 2021
TIME: 2:00 P.M.
ESTIMATE: \$1,370,000.00
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, California 92126	\$1,700,000	Bond
2	Blue Pacific Engineering & Construction 7330 Opportunity Road, Suite J San Diego, California 92111	\$1,832,900	Bond
3	PAL General Engineering Inc 2364 Paseo De Las Americas STE 104-1461 San Diego, California 92154	\$2,122,655	Bond
4	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, California 92025	\$2,342,473	Bond

Bid Results for Citywide Safe Routes to School Project (CIP No. 19-04)

Item No.	Description	Unit	Qty.	Tri Group Construction		Blue Pacific Engineering & Construction		PAL General Engineering Inc	
Bid A - Newell Street at 20th and 22nd Street									
1	Mobilization/Demobilization	LS	1	\$20,000	\$20,000	\$35,000	\$35,000	\$150,000	\$150,000
2	Surveying and Construction Staking	LS	1	\$10,000	\$10,000	\$30,000	\$30,000	\$50,000	\$50,000
3	Signing and Striping	LS	1	\$30,000	\$30,000	\$34,000	\$34,000	\$28,000	\$28,000
4	Traffic Control and Pedestrian Control	LS	1	\$30,000	\$30,000	\$25,000	\$25,000	\$65,000	\$65,000
5	Clearing and Grubbing	LS	1	\$67,000	\$67,000	\$50,000	\$50,000	\$45,000	\$45,000
6	Water Pollution Control	LS	1	\$20,000	\$20,000	\$20,000	\$20,000	\$4,500	\$4,500
7	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10, G-11	SF	1520	\$12	\$18,240	\$12	\$18,240	\$8	\$11,400
8	Construct Curb Ramp (All Types)	EACH	6	\$4,200	\$25,200	\$4,500	\$27,000	\$5,175	\$31,050
9	Construct 6" Curb and Gutter per SDRSD G-2	LF	590	\$41	\$24,190	\$50	\$29,500	\$50	\$29,500
10	Construct Concrete Steps per SDRSD M-26.	CY	2	\$9,500	\$19,000	\$2,000	\$4,000	\$3,500	\$7,000
11	Install Pedestrian Protective Railing per SDRSD M-24	LF	37	\$200	\$7,400	\$200	\$7,400	\$644	\$23,828
12	Construct Split Face Block Masonry Retaining Wall Type 1 per SDRSD C-1	SF	206	\$100	\$20,600	\$80	\$16,480	\$150	\$30,900
13	Construct Type D Curbs per Caltrans Standard Plan A87A, Modified per Plans	LF	350	\$50	\$17,500	\$55	\$19,250	\$35	\$12,250
14	Construct Concrete Median Passageway, Type A with Domes per Caltrans A88B	EACH	1	\$8,000	\$8,000	\$7,000	\$7,000	\$6,500	\$6,500
15	Construct Neighborhood Traffic Circle and Splitter Island per Plans	SF	1400	\$20	\$28,000	\$30	\$42,000	\$45	\$63,000
16	Construct Asphalt Concrete Pavement	TON	320	\$125	\$40,000	\$200	\$64,000	\$125	\$40,000
17	Construct Class II Aggregate Base	TON	1210	\$43	\$52,030	\$60	\$72,600	\$50	\$60,500
18	Furnish and Install Traffic Logix Speed Cushion Standard Style (Part #SC-070603-M and SC-070603-B) or Approved Equal	EACH	7	\$3,000	\$21,000	\$1,250	\$8,750	\$12,500	\$87,500
19	Construct Gravity Retaining Wall Type B per SDRSD C-9.	LF	67	\$175	\$11,725	\$300	\$20,100	\$550	\$36,850
20	Install Pedestrian Railing per SDRSD M-24 & 25, Gripping Surface to Conform with 11B-505.7.1 CBC	LF	67	\$200	\$13,400	\$200	\$13,400	\$345	\$23,115
21	Remove Existing Damaged 6" Curb and replace with Modified Pin on Curb	LF	20	\$50	\$1,000	\$100	\$2,000	\$210	\$4,200
22	Landscape	LS	1	\$20,000	\$20,000	\$7,000	\$7,000	\$15,000	\$15,000
23	Construct 12' x 4' Filterra or Approved Equal	LS	1	\$35,000	\$35,000	\$22,000	\$22,000	\$25,000	\$25,000
24	Unclassified Excavation	LS	1	\$30,000	\$30,000	\$50,000	\$50,000	\$15,000	\$15,000
25	Removal, disposal and replacement of Unsuitable Material	CY	5	\$500	\$2,500	\$200	\$1,000	\$250	\$1,250
26	Furnish and Install New 134 Watt Luminaire on Type 15 Pole	EACH	2	\$7,450	\$14,900	\$6,500	\$13,000	\$15,000	\$30,000
27	Furnish and Install New #5 Pullbox	EACH	7	\$1,000	\$7,000	\$700	\$4,900	\$1,250	\$8,750
28	Furnish and Install 2" Conduit	LF	415	\$65	\$26,975	\$40	\$16,600	\$100	\$41,500
29	Install City Furnished LED System	LF	1	\$9,000	\$9,000	\$8,000	\$8,000	\$15,000	\$15,000
Sub Total					\$629,660		\$668,220		\$961,593

Bid B - ADA Improvements - Combined (ALL School)									
30	Mobilization/Demobilization	LS	1	\$20,000	\$20,000	\$50,000	\$50,000	\$25,000	\$25,000
31	Surveying and Construction Staking	LS	1	\$10,000	\$10,000	\$30,000	\$30,000	\$8,500	\$8,500
32	Signing and Striping	LS	1	\$30,000	\$30,000	\$36,000	\$36,000	\$32,000	\$32,000
33	Traffic Control and Pedestrian Control	LS	1	\$30,000	\$30,000	\$40,000	\$40,000	\$85,000	\$85,000
34	Clear and Grubbing	LS	1	\$67,000	\$67,000	\$40,000	\$40,000	\$45,000	\$45,000
35	Water Pollution Control	LS	1	\$20,000	\$20,000	\$35,000	\$35,000	\$4,500	\$4,500
36	Construct 6" Curb and Gutter per SDRSD G-2	LF	2360	\$41	\$96,760	\$50	\$118,000	\$45	\$106,200
37	Construct Curb Ramp (All Types)	EACH	104	\$4,200	\$436,800	\$4,500	\$468,000	\$5,175	\$538,200
38	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10, G-11	SF	19888	\$12	\$238,656	\$12	\$238,656	\$8	\$149,160
39	Construct Asphalt Concrete Pavement	TON	142	\$160	\$22,720	\$250	\$35,500	\$315	\$44,730
40	Construct Class II Aggregate Base	TON	284	\$43	\$12,212	\$60	\$17,040	\$45	\$12,780
41	Construct Concrete Spandrel per SDRSD G-12	SF	1474	\$18	\$26,532	\$16	\$23,584	\$8	\$11,792
42	Construct Concrete Cross Gutter per SDRSD G-12	SF	120	\$18	\$2,160	\$20	\$2,400	\$35	\$4,200
43	Reconstruct Concrete Curb Inlet Curb Face per SDRSD D-03A	EACH	1	\$5,000	\$5,000	\$3,500	\$3,500	\$6,500	\$6,500
44	Landscape	LS	1	\$20,000	\$20,000	\$6,000	\$6,000	\$50,000	\$50,000
45	Unclassified Excavation	LS	1	\$30,000	\$30,000	\$20,000	\$20,000	\$35,000	\$35,000
46	Unsuitable Material	CY	5	\$500	\$2,500	\$200	\$1,000	\$500	\$2,500
Sub Total					\$1,070,340		\$1,164,680		\$1,161,062
Total					\$1,700,000		\$1,832,900		\$2,122,655

OWNER - CONTRACTOR AGREEMENT

CITYWIDE SAFE ROUTES TO SCHOOL PROJECT, CIP NO. 19-04

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Tri-Group Construction and Development, Inc. ("Contractor")**, 9580 Black Mountain Road, Suite L, San Diego, CA 92126, on the 16th day of November, 2021, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:


(Initial)


(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Charles E. Bell, Jr.
City Attorney

Contractor:

Tri-Group Construction and
Development, Inc.

(Owner/Officer signature)

GUS ASSI, PRESIDENT

Print name and title

(Second officer signature if a corporation)

H 201 ASSI, VP. & SECRETARY

Print name and title

09048646

Contractor's City Business License No.

792159 CLASS A

State Contractor's License No. and Class

9580 BLACK MOUNTAIN RD "L"

Business street address

SAN DIEGO CA 92126

City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B


CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

I, HANI ASSI certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that GUS ASSI, who signed said contract on behalf of the Contractor, was then PRESIDENT of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, HANI ASSI certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that HANI ASSI, who signed said contract on behalf of the Contractor, was then V.P. & SECRETARY of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.


HANI ASSI
SECRETARY

Corporate Seal: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the 16th day of November, 2021, has awarded Tri-Group Construction and Development, Inc., hereinafter designated as the "Principal", the CITYWIDE SAFE ROUTES TO SCHOOL PROJECT, CIP NO. 19-04.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of One Million, Four Hundred Three Thousand, Eight Hundred Twenty (\$1,403,820.00) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the _____ day of _____, 20____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2021-_____, on the **16th day of November, 2021** has awarded **Tri-Group Construction and Development, Inc.**, hereinafter designated as the "Principal", CITYWIDE SAFE ROUTES TO SCHOOL PROJECT, CIP NO. 19-04.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Four Hundred Three Thousand, Eight Hundred Twenty (\$1,403,820.00)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
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Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

"General Decision Number: CA20210001 10/29/2021

Superseded General Decision Number: CA20200001

State: California

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	03/05/2021
3	03/19/2021
4	04/09/2021
5	04/23/2021
6	06/04/2021
7	06/11/2021
8	06/25/2021
9	07/23/2021
10	07/30/2021
11	08/06/2021
12	08/27/2021
13	09/03/2021
14	09/17/2021
15	10/01/2021
16	10/08/2021
17	10/15/2021

* ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

* ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

BRCA0004-008 11/01/2019

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.60	18.05

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0213-003 07/01/2021

	Rates	Fringes
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Drywall

(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories

Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scrapper...	\$ 22.16	8.62

 CARP0619-002 07/01/2021

Rates Fringes

Drywall

(2) All other work

Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scrapper...	\$ 23.07	8.62

 CARP0619-003 07/01/2021

Rates Fringes

CARPENTER

(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential Insulation Installer.....	\$ 24.16	15.76

PILEDRIVERMAN.....	\$ 51.53	16.28
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 CARP0619-004 07/01/2021

Rates Fringes

Diver

(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

 CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....	\$ 21.85	7.15
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 CARP1607-004 07/01/2021

Rates Fringes

MILLWRIGHT.....	\$ 51.90	16.48
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 ELEC0569-001 06/01/2021

Rates Fringes

Electricians (Tunnel Work)

Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88

Electricians: (All Other Work, Including 4 Stories Residential)

Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

ELEC0569-004 06/01/2021

Rates Fringes

ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 35.20	13.84
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SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

ELEC0569-005 06/01/2021

Rates Fringes

Sound & Communications Sound Technician.....	\$ 35.20	13.84
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SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 02/22/2021

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

Rates Fringes

Traffic signal, street light

and underground work

Utility Technician #1.....	\$ 35.17	9.01
Utility Technician #2.....	\$ 28.60	8.80

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC0569-008 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

Rates Fringes

OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment
(Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system

(below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail

locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;

Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state

line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along

the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00089-001 07/01/2020

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48

Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	18.80

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettleman, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and

any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all pwder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LAB00089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

LAB00089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber,Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical

Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulking, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer,

Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic traking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air

Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

PLAS0500-001 07/01/2018

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 58.33	25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 42.74	21.28

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

ROOF0045-001 07/01/2021

	Rates	Fringes
ROOFER.....	\$ 37.75	10.24

SFCA0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.01	24.62

SHEE0206-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 09/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69
GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5

yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDED AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT TO TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,403,820.00 FOR THE CITYWIDE SAFE ROUTES TO SCHOOL PROJECT, CIP NO. 19-04; AND 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$210,573.00 FOR ANY UNFORESEEN CHANGES

WHEREAS, the National City SRTS Ped Enhancements Project (“Project”) improvements are based on barriers identified during a series of comprehensive Walk Audits as part of the City’s SMART Foundation Plan; and

WHEREAS, pedestrian barriers identified during the walk audit include: lifted sidewalks, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals; and

WHEREAS, the Project will address these barriers by providing the following enhancements: twenty-seven (27) high visibility continental crosswalks, fifty-one (51) ADA accessible ramps with truncated domes, pedestrian crosswalk signs, and approximately 20,000 square feet of sidewalk replacement at locations near elementary schools and Granger Junior High School; and

WHEREAS, additional proposed improvements include the construction of a neighborhood traffic circle at the intersection of Newell Street and East 20th Street, with traffic calming curb extensions and speed cushions near Las Palmas Elementary School between East 20th Street and 22nd Street; and

WHEREAS, on September 30, 2021, the City of National City (“City”) posted the bid solicitation on PlanetBids, a free public electronic bidding system for contractors, and on October 5, 2021, and October 11, 2021, the City advertised in local newspapers; and

WHEREAS, on October 29, 2021, the City received four (4) bids by the 2:00 p.m. deadline for the Project; and

WHEREAS, Tri-Group Construction and Development, Inc. was the apparent lowest bidder with a total bid amount of \$1,700,000.00; and

WHEREAS, upon review of all documents submitted, City staff determined Tri-Group Construction and Development, Inc. is the lowest responsive bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends awarding a contract to Tri-Group Construction and Development, Inc. in the amount not to exceed \$1,403,820.00; and

WHEREAS, City staff further recommends authorizing a 15% contingency amount up to \$210,573.00 to address any unforeseen conditions that may arise.

///

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

Section 1: Awards the Citywide Safe Routes to School Project, CIP No. 19-04, to the lowest responsive, responsible bidder, to wit:

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

Section 2: Authorizes the Mayor to execute a contract for \$1,403,820.00 with Tri-Group Construction and Development, Inc. for the Citywide Safe Routes to School Project, CIP No. 19-04.

Section 3: Authorizes a 15% contingency in the amount of up to \$210,573.00 for any unforeseen changes.

Section 4: 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 16th day of November, 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, California authorizing the installation of red curb “No Parking” on the east side of the driveway adjacent to the property located at 225 E. 26th Street in order to improve visibility for vehicles exiting the driveway onto E. 26th Street \(TSC No. 2021-20\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 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" on the east side of the driveway adjacent to the property located at 225 E. 26th Street in order to improve visibility for vehicles exiting the driveway onto E. 26th Street (TSC No. 2021-20).

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" on the east side of the driveway adjacent to 225 E. 26th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 13, 2021, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" on the east side of the driveway adjacent to 225 E. 26th Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on October 13, 2021 (TSC No. 2021-20)
3. Resolution

EXPLANATION

A resident of the apartments located at 225 E. 26th Street has requested the installation of red curb "No Parking" on the east side of the driveway adjacent to the property to enhance safety and visibility for drivers exiting the apartment driveway. The resident stated that he has witnessed several accidents due to vehicle speeds on E. 26th Street and visibility constraints when vehicles are parked on E. 26th Street too close to the apartment driveway. The resident stated that adding red curb at the apartment driveway will enhance safety and visibility.

Staff performed a site evaluation. The posted speed limit for Palm Avenue is 25 mph. Staff confirmed that the 225 E. 26th Street apartments have one driveway on E. 26th Street. Staff also noticed that there is 20 feet of existing red curb "No Parking" on the west side of the driveway due to a fire hydrant. Staff measured the street slope on E. 26th Street adjacent to the property as 7%. Staff agrees that additional red curb is warranted to enhance safety and visibility at the driveway based on the existing conditions, including the existing slope of the street. The resident is aware that additional red curb will result in the loss of one (1) on-street parking space.

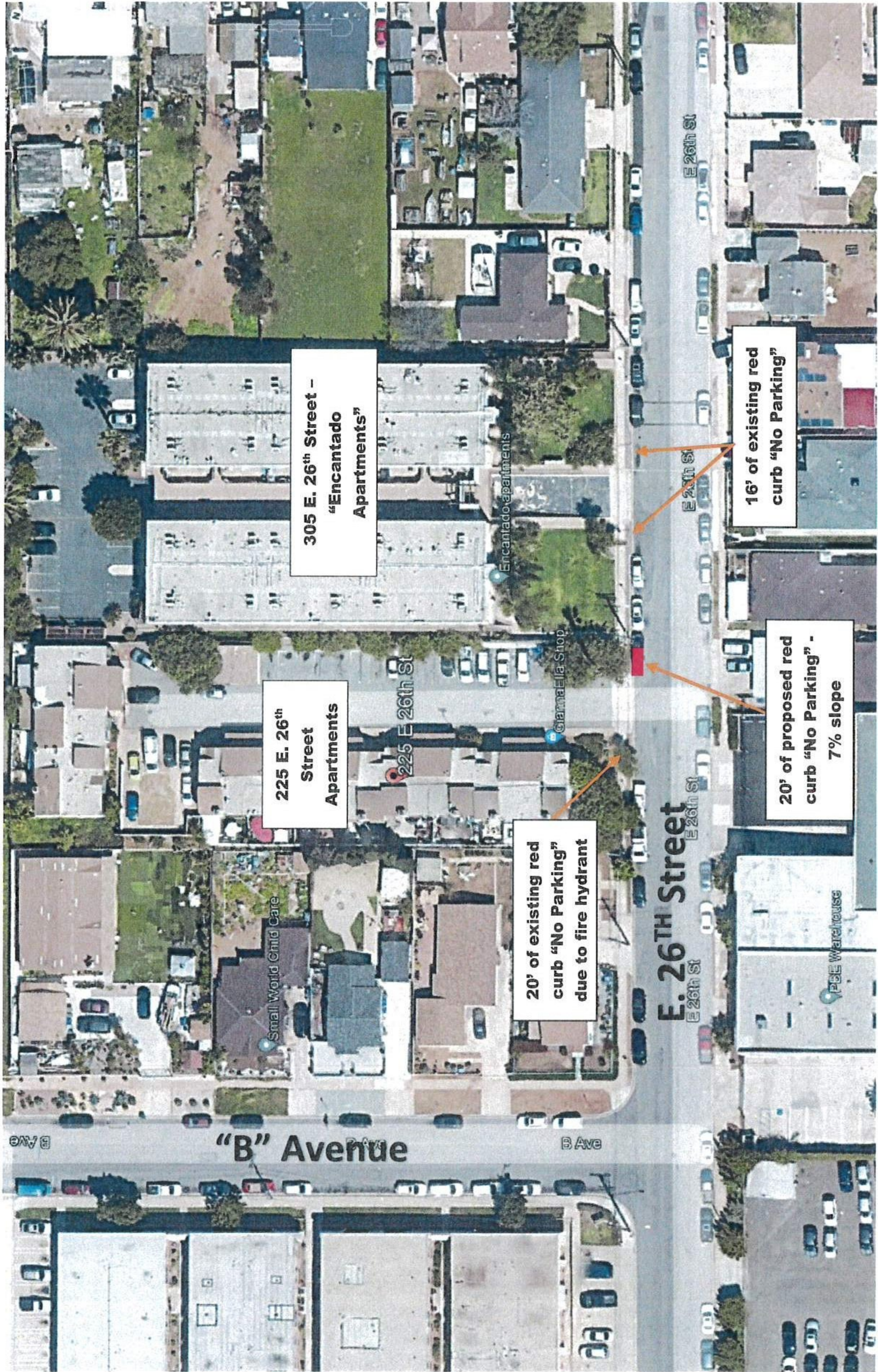
Staff also reviewed the traffic collision history for this location, which confirmed there were no "reported" traffic collisions within the past four years. See attached "Traffic Collision History" summary table.

This item was presented to the Traffic Safety Committee via Zoom platform on October 13, 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 20 feet of red curb "No Parking" on the east side of the driveway adjacent to 225 E. 26th Street, to improve visibility for vehicles exiting the driveway onto E. 26th Street.

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

Location Map with Recommended Enhancements (TSC Item: 2021-20)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 13, 2021**

ITEM NO. 2021-20

ITEM TITLE: REQUEST TO INSTALL 20 FEET OF RED CURB "NO PARKING" ON THE EAST SIDE OF THE DRIVEWAY ADJACENT TO THE PROPERTY LOCATED AT 225 E. 26TH STREET IN ORDER TO IMPROVE VISIBILITY FOR VEHICLES EXITING THE DRIVEWAY ONTO E. 26TH STREET.

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

DISCUSSION:

A resident of the apartments located at 225 E. 26th Street, has requested the installation of red curb "No Parking" on the east side of the driveway adjacent to the property to enhance safety and visibility for drivers exiting the apartment driveway. The resident stated that he has witnessed several accidents due to high speeds on E. 26th Street and visibility constraints when vehicles are parked on E. 26th Street too close to the apartment driveway. The resident stated that adding red curb at the apartment driveway will enhance safety and visibility.

Staff performed a site evaluation. The posted speed limit for E. 26th Street is 25 mph. Staff confirmed that the 225 E. 26th Street apartments have one driveway on E. 26th Street. Staff also noticed that there is 20 feet of existing red curb "No Parking" on the west side of the driveway due to a fire hydrant. Staff measured the street slope on E 26th Street adjacent to the property as 7%. Staff agrees that additional red curb is warranted to enhance safety and visibility at the driveway based on the existing conditions, including the existing slope of the street. The resident is aware that additional red curb will result in some loss of on-street parking.

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

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 RECOMMENDATION:

Staff recommends the installation of 20 feet of red curb "No Parking" on the east side of the driveway adjacent to 225 E. 26th Street to enhance safety and visibility for drivers exiting the apartment driveway. This will result in the loss of one (1) on-street parking space.

ATTACHMENTS:

1. Public Request

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

2021-20



PUBLIC REQUEST FORM

Contact Information

Name: _____
Address: 225 E 26th St #5
Phone: _____ mail: _____

Request Information

Location: at 225 E. 26th St
Request: Homeowners are complaining that when exit the complex, the visibility of the street to make left turn is difficult. Therefore, we request the red paint on the curb on east side of the exit.
Attachments: Yes No Description: _____

Internal Use Only:

Request Received By: _____ Date: 9/15/2021
Received via: Counter/In-Person Telephone Email Fax Referral: _____
Assigned To: _____
Notes: _____



October 6, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2021-20

REQUEST TO INSTALL 20 FEET OF "NO PARKING" ON THE EAST SIDE OF THE DRIVEWAY ADJACENT TO THE PROPERTY LOCATED AT 225 E. 26TH STREET IN ORDER TO IMPROVE VISIBILITY FOR VEHICLES EXITING THE DRIVEWAY ONTO E. 26TH 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, October 13, 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/83564552965?pwd=MDITL0ZvTzVtakhGcG9KT0cySGpvQT09>

Join Zoom Meeting by phone

+1 720-707-2699

Meeting ID: 835 6455 2965

Passcode: 335095

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 2021-20.

Sincerely,

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

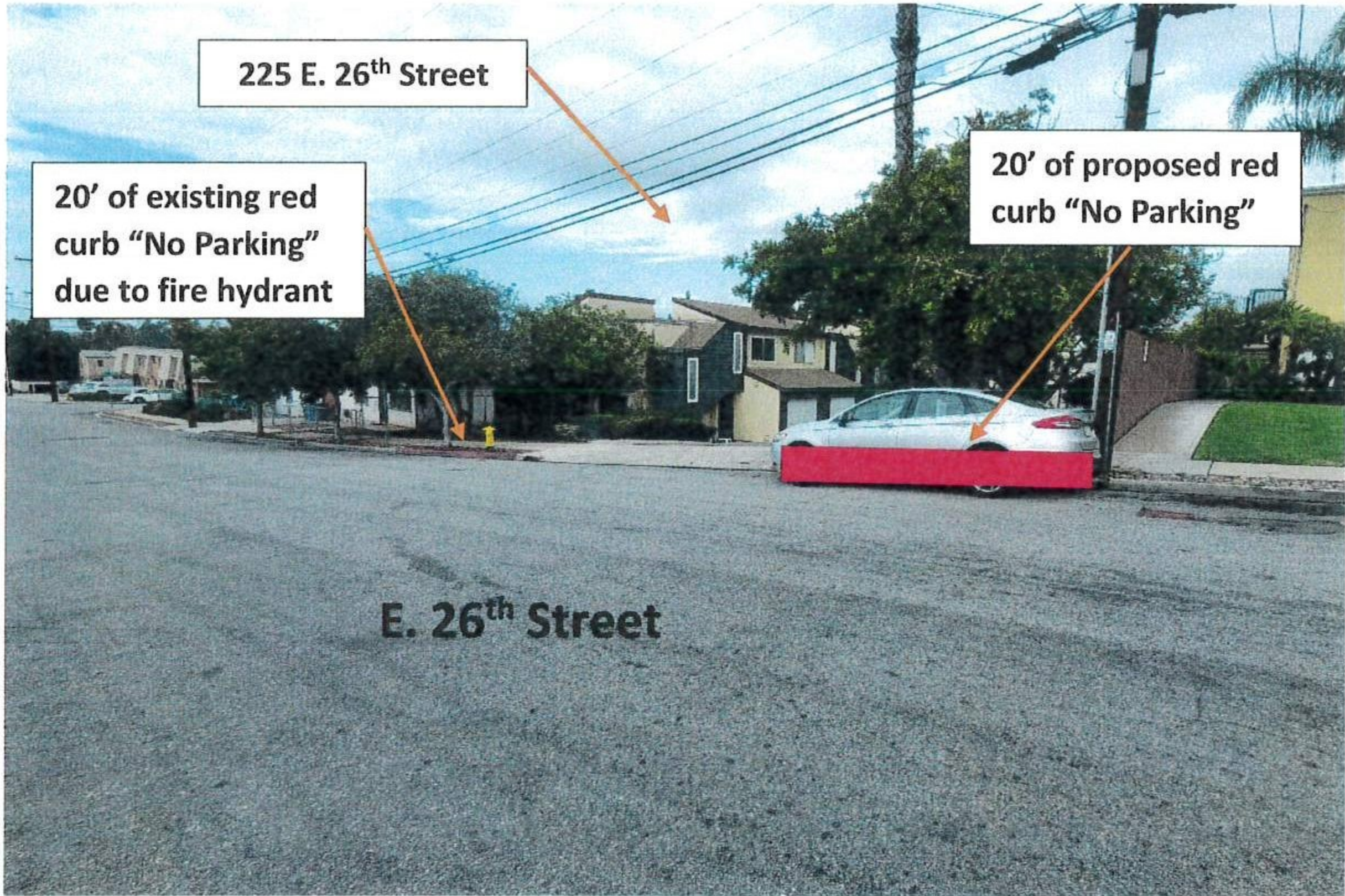
RY:ch

Enclosure: Location Map

2021-20

Location Map with Recommended Enhancements (TSC Item: 2021-20)





Location of proposed red curb "No Parking" in front of 225 E. 26th Street (looking north)



Location of proposed red curb "No Parking" in front of 225 E. 26th Street (looking east)

Traffic Collision History (NCPD Records Division)

From September 20, 2017 – September 20, 2021, there have been no traffic collision on the area adjacent to 225 E. 26th Street.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF RED CURB “NO PARKING” ON THE EAST SIDE OF THE DRIVEWAY ADJACENT TO THE PROPERTY LOCATED AT 225 EAST 26TH STREET TO IMPROVE VISIBILITY FOR VEHICLES EXITING THE DRIVEWAY ONTO EAST 26TH STREET

WHEREAS, a resident of the apartments located at 225 E. 26th Street requests the installation of red curb “No Parking” on the east side of the driveway adjacent to the property to enhance safety and visibility for drivers exiting the apartment driveway; and

WHEREAS, the resident states that he witnesses several accidents due to vehicle speeds and visibility constraints when vehicles are parked on East 26th Street too close to the apartment driveway; and

WHEREAS, City of National City (“City”) staff visited the site and verified that the apartments located at 225 East 26th Street have one driveway and that East 26th Street has a speed limit of twenty-five (25) mph; and

WHEREAS, City staff confirmed that there are twenty (20) feet of existing red curb “No Parking” on the west side of the driveway due to a fire hydrant; and

WHEREAS, City staff agrees that additional red curb is warranted to enhance safety and visibility at the driveway based on the existing conditions, including the existing slope of the street; 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 October 13, 2021, the City’s Traffic Safety Committee voted to approve staff’s recommendation to install twenty (20) feet of red curb “No Parking” on the east side of the driveway adjacent to 225 East 26th Street to improve visibility for vehicles exiting the driveway onto East 26th Street; and

WHEREAS, City staff requests City Council authorize installing twenty (20) feet of red curb “No Parking” on the east side of the driveway adjacent to 225 East 26th Street to improve visibility for vehicles exiting the driveway onto East 26th 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 twenty (20) feet of red curb “No Parking” on the east side of the driveway adjacent to 225 East 26th Street to improve visibility for vehicles exiting the driveway onto East 26th Street.

///

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 16th day of November, 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: [Temporary Use Permit – 22nd Annual Fiesta Filipiniana-Mexicana Karaoke Competition hosted by the Seafood City Supermarket on December 11, 2021 from 11 a.m. to 8 p.m. at 1420 E. Plaza Blvd with no waiver of fees. \(Community Development\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – 22nd Annual Fiesta Filipiniana-Mexicana Karaoke Competition hosted by the Seafood City Supermarket on December 11, 2021 from 11 a.m. to 8 p.m. at 1420 E. Plaza Blvd with no waiver of fees.

PREPARED BY: Dionisia Trejo |

DEPARTMENT: Community Development Department

PHONE: (619) 336-4255 |

APPROVED BY: 

EXPLANATION:

This is a request from the Seafood City Supermarket to conduct the 22nd Annual Fiesta Filipiana – Mexicana Karaoke Competition at 1420 E. Plaza Blvd on December 11, 2021. Set-up for the event will commence at 9 a.m. on the day of the event. This event will include singing and talent competitions. All entertainment will be on a stage supplied by the applicant.

Note: This event was approved by Council in 2013 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments and \$191.00 for the Fire Inspection.

Total Fees \$463.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival
 Parade/March
 Walk or Run
 Concert/Performance
 TUP
 Sporting Event
 Other (specify) _____

Event Name & Location

Event Title Fiesta Filipiana Mexicana Karaoke Competition
 Event Location (list all sites being requested) 1420 E. Plaza Blvd N.C. CA 91950

Event Times

Set-Up Starts Date 12/11/21 Time 9am Day of Week SATURDAY
 Event Starts Date 12/11/21 Time 11am Day of Week SATURDAY
 Event Ends Date 12/11/21 Time 8pm Day of Week SATURDAY
 Breakdown Ends Date 12/11/21 Time 9pm Day of Week SATURDAY

RECEIVED
 OCT 20 2021
 Neighborhood Services Department
 City of National City

Applicant Information

Applicant (Your name) Susan delos Santos Sponsoring Organization Seaford City, N.C.
 Event Coordinator (if different from applicant) same
 Mailing Address 600 E 8th St Ste 3 National City, CA 91950
 Day Phone (619) 755-0755 After Hours Phone same Cell (619) 755-0755 Fax N/A
 Public Information Phone (619) 755-0755 E-mail susands4c@yahoo.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Susan delos Santos Date 10/30/2021

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes No

Are admission, entry, vendor or participant fees required? Yes No

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ Estimated Expenses for this event. *N/A*

\$ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event? *N/A*

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

We are staging a singing / talent competition as part of our community outreach, spotlight filipino talents, thank our customers for their patronage and bring back an enjoyable event for them.

Past winners include Jessica Sanchez (American Idol alumna) when she 9 years old, melanie jordan (9 year old) & more

Estimated Attendance

Anticipated # of Participants: 20-30 Anticipated # of Spectators: 50-100

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): n/A

Date and time of street closure: n/A Date and time of street reopening: n/A

Other (explain) n/A

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

There will be security services from
the mall + also from Seafood City

Have you hired Professional Security to handle security arrangements for this event?

Yes No not yet
If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

Its a day + night event
natural lighting during the day. enough lights
during night

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company Philippine Nurses Association

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We will make sure that there's sufficient
access for individuals with disabilities
& access is not blocked

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ▶ _____(Dimensions)

Setting up canopies or tents?

4 # of canopies size 10x10

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

4 # of tables No tables being set up

35 # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) 2 / 1

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) _____

If using live music or a DJ. ▶ Contractor Name JPS International

▶ 7970 Palace Monaco Ave LV, NV 89117 (760) 917-3273
Address City/State Phone Number

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

Bringing in generator(s) For sound and/or lighting

For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes No

Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

Vendors selling food # _____ ▶ Business License #(s) _____

Vendors selling merchandise # _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____ *n/A*

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes No

Yes, we will post signage # 1 Dimensions 18" x 24"

Yes, having inflatable signage # n/A (complete Inflatable Signage Request form)

Yes, we will have banners # 1

What will signs/banners say? Fiesta Filipiniana - Mexicana Karaoke Contest

How will signs/banners be anchored or mounted? _____

Location of banners/signage 1420 E Plaza Blvd NC CA 91950

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes No

If yes, please identify the following:

▶ Total number of portable toilets: n/A

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- City to install litter fence
- Applicant to install litter fence
- N/A

Breaking down set-up the day after the event?

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____
- No, breakdown will occur on the event day.

How are you handling clean-up?

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Fiesta Filipiniana - Mexicana Karaoke Competition</u>	
Event Address: <u>1420 E Plaza Blvd</u>	Expected # of Attendees: <u>50-100</u>
Event Host/Coordinator: <u>Susan de los Santos</u>	Phone Number: <u>(619) 955-0755</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>1</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>1</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Seafood City Supermarket

Person in Charge of Activity: Susan delos Santos

Address: 1420 E Plaza Blvd National City CA 91950

Telephone: (619) 755-0755 Date(s) of Use: 12/11/2021

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Susan delos Santos

Official Title: Event Coordinator Date: 10/20/2021

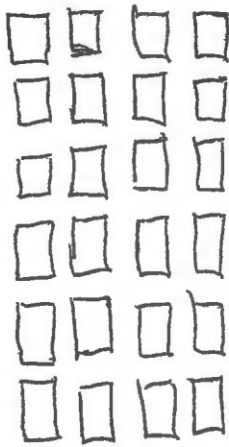
For Office Use Only

Certificate of Insurance Approved _____ Date _____

Backroom

Seaford City entrance

Stage



Restrooms inside street

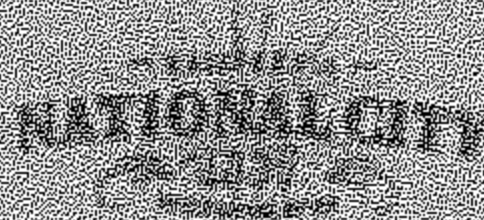
Tables with canopy

Table with canopy

Table with canopy

Table with canopy

**City of National City
BUSINESS TAX CERTIFICATE**



2021

For Services Provided in National City, California Only

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name: SEAFOOD CITY SUPERMARKET
Business Location: 1420 E PLZ BLVD
NATIONAL CITY, CA 91950-3672
Business Owner(s): ESTERAN GO

Business Type: Grocery Store
Account Number: 09001287
Effective Date: January 01, 2021
Expiration Date: December 31, 2021

SEAFOOD CITY SUPERMARKET
1420 E PLZ BLVD STE C
NATIONAL CITY, CA 91950-3672

City Manager

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE
For all inquiries regarding this certificate, contact H&L Business Tax Support Center at (619) 352-2586

SEAFOOD CITY SUPERMARKET

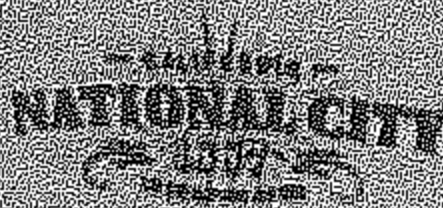
Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at NationalCity@H&L.gov or by telephone at (619) 352-2586

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not enable the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any car, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1007 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.sca.ca.gov/publications/>



BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212

**City of National City
BUSINESS TAX CERTIFICATE**

SEAFOOD CITY SUPERMARKET
1420 E PLZ BLVD STE C
NATIONAL CITY, CA 91950-3672

Account Number: 09001287
Date of Issue: 01/01/2021

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Seafood City
EVENT: Fiesta Filipiniana Mexicana Karaoke Competition
DATE OF EVENT: December 11, 2021

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS []
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

The police department has no comment or input for this event.

ENGINEERING

No comments

COMMUNITY SERVICES

No involvement

FINANCE

The DJ should have an "Out of Town Vendor" business License. Anyone preparing or serving food to the Public should have Food Handler Cards.

COMMUNITY DEVELOPMENT

Planning

1. Speakers shall face away from residential properties
2. Activities shall comply with Table III of NCMC Title 12 (Noise)

Building

No comments

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above-captioned application for the issuance of a Temporary Use Permit. As much as the event will be held solely on private property, there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement when the Special Event Application was submitted.

FIRE (619) 336-4550

**A FIRE INSPECTION SHALL BE
REQUIRED FOR THIS EVENT
\$191.00**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to Seafood City and surrounding businesses to be maintained at all times. Access to Fire Department connections for fire sprinkler systems, standpipes, etc. must be clear and unobstructed.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 7) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring Only". Extension cords lying on the ground shall be organized to prevent trip hazards
- 8) A ten foot separation distance must be maintained between tents and canopies. Contact NCFD for more information if needed.
- 9) Fees must be paid to the Fire Department Administration Office prior to event occurrence.
- 10) First Aid will be provided by organizer.

- 11) Stages with covered tops or walls coverings etc. shall have a Certificate of State Fire Marshal flame resistance and it shall be provided to the National City Fire Department before the event.

Note: A \$191.00 inspection fee for an after hour/weekend fire inspection shall be required. Total cost for this event shall be \$191.00 paid directly to the National City Fire Department under permit. Fees can only be waived by City Council.

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: [Local Agency Development Impact Fee Report for Fiscal Year 2020-2021. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Local Agency Development Impact Fee Report for Fiscal Year 2020-2021

PREPARED BY: Janel Pehau, Financial Analyst

PHONE: 619-336-4330

EXPLANATION:

See attached.

DEPARTMENT: Finance

APPROVED BY: _____

Mollybom

FINANCIAL STATEMENT:

APPROVED: _____

Mollybom

FINANCE

APPROVED: _____

MIS

Since 2005 the City has collected \$3.6 million in development impact fees and has spent \$2.55 million on various police, fire, parks and library projects.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Receive and file the Annual Local Agency Development Impact Fee Report for Fiscal Year 2020-2021

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Resolution No. 2005-17 - Approval of Development Impact Fees



Financial Update

Developmental Impact Fees

November 2021

WHAT ARE DEVELOPMENTAL IMPACT FEES?

A development impact fee is charged by the City to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Fees are allowed to be adjusted annually based on the increases in the cost of construction. The City has not changed its fees since they were first adopted in 2005.

BACKGROUND

The City of National City began collecting Development Impact fees for Police, Fire, Library and Parks in 2005. Over the last seventeen years the City has collected a combined amount of \$3,603,079 of which \$2,550,879 has been spent.

Fees collected must be spent in a timely manner. If fees are not spent within a period of 5 years a report must be filed that explains what the fees will be spent on and when. Additionally, the City must report each year the account balances.

NATIONAL CITY IMPACT FEES - AT A GLANCE

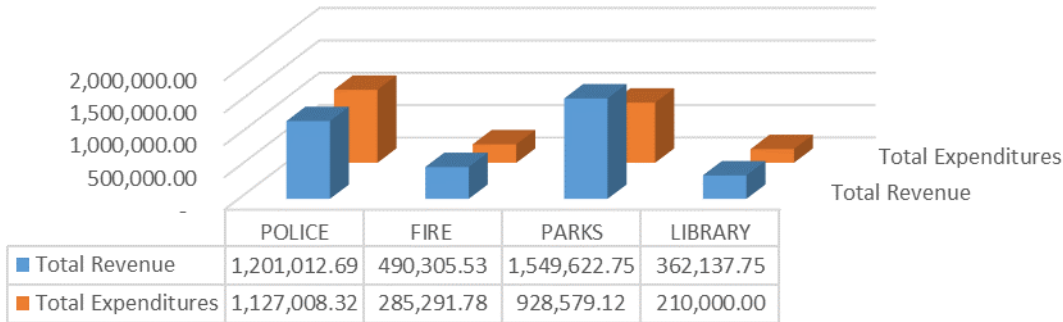
	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	174,369.00	0.00	174,369.00	
FY 2005-06	174,369.00	154,490.36	0.00	328,859.36	
FY 2006-07	328,859.36	190,084.36	191,033.99	327,909.73	
FY 2007-08	327,909.73	148,834.00	0.00	476,743.73	
FY 2008-09	476,743.73	139,018.00	0.00	615,761.73	
FY 2009-10	615,761.73	633,499.80	90,000.00	1,159,261.53	
FY 2010-11	1,159,261.53	59,712.20	0.00	1,218,973.73	
FY 2011-12	1,218,973.73	141,374.00	139,299.05	1,221,048.68	
FY 2012-13	1,221,048.68	94,827.00	193,406.38	1,122,469.30	
FY 2013-14	1,122,469.30	56,444.00	39,759.95	1,139,153.35	
FY 2014-15	1,139,153.35	310,408.00	7,386.00	1,442,175.35	
FY 2015-16	1,442,175.35	52,457.20	1,105,060.00	389,572.55	
FY 2016-17	389,572.55	188,141.00	238,174.81	339,538.74	
FY 2017-18	339,538.74	426,242.80	294,289.04	471,492.50	
FY 2018-19	471,492.50	85,196.00	54,223.00	502,465.50	
FY 2019-20	502,465.50	617,415.00	198,247.00	921,633.50	
FY 2020-21	921,633.50	130,566.00	0.00	1,052,199.50	
Total		3,603,078.72	2,550,879.22	1,052,199.50	70.8%



Financial Update

Developmental Impact Fees

Impact Fees by Type FY2005 - FY2021



There are three (3) methods that were used to determine the fees collected by the City. Each method requires that the spending of funds received be restricted as follows:

- 1) Plan based Impact fees – can be used for new facilities that will be needed due to the increase in development.
- 2) Cost recovery Impact fees – can be used to pay for existing facilities if they are needed or for the new development and they have the capacity to serve the new development.
- 3) Incremental Expansion Impact fees – can be used for expanding facilities to serve new development such as expanding the facilities in the existing parks. The funds cannot be used for replacement but for expansion of the improvements to provide for new development.

Fees for Police, Fire, Library and Parks were calculated using one or more of the methods above so the uses of the funds will vary.



Financial Update

Developmental Impact Fees

POLICE BREAKDOWN

All three (3) methods were used to calculate Police impact fees. Revenue and expenditures are detailed below:

POLICE	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	37,620.75	0.00	37,620.75	100%
FY 2005-06	37,620.75	35,110.86	0.00	72,731.61	100%
FY 2006-07	72,731.61	90,523.08	0.00	163,254.69	100%
FY 2007-08	163,254.69	64,753.00	0.00	228,007.69	100%
FY 2008-09	228,007.69	60,274.00	0.00	288,281.69	100%
FY 2009-10	288,281.69	179,919.00	0.00	468,200.69	100%
FY 2010-11	468,200.69	25,025.00	0.00	493,225.69	100%
FY 2011-12	493,225.69	49,968.00	115,842.78	427,350.91	100%
FY 2012-13	427,350.91	30,743.00	99,433.87	358,660.04	100%
FY 2013-14	358,660.04	30,080.00	19,261.68	369,478.36	100%
FY 2014-15	369,478.36	76,931.00	3,086.09	443,323.27	100%
FY 2015-16	443,323.27	33,240.20	407,043.05	69,520.42	100%
FY 2016-17	69,520.42	70,196.00	1,146.95	138,569.47	100%
FY 2017-18	138,569.47	162,282.80	282,946.90	17,905.37	100%
FY 2018-19	17,905.37	25,979.00	0.00	43,884.37	100%
FY 2019-20	43,884.37	191,468.00	198,247.00	37,105.37	80.6%
FY 2020-21	37,105.37	36,899.00	0.00	74,004.37	0.0%
Total		1,201,012.69	1,127,008.32	74,004.37	93.8%

Revenue received from police impact fees totals \$1,201,013 of which \$1,127,008 has been spent. The funds have been used to make improvements to the Police Department building and parking structure and to purchase certain vehicular equipment.



Financial Update

Developmental Impact Fees

FIRE BREAKDOWN

The plan based and cost recovery methods were used to calculate Fire impact fees. Revenue and expenditure details follow:

FIRE	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	14,933.75	0.00	14,933.75	100%
FY 2005-06	14,933.75	13,906.50	0.00	28,840.25	100%
FY 2006-07	28,840.25	35,910.28	0.00	64,750.53	100%
FY 2007-08	64,750.53	25,663.00	0.00	90,413.53	100%
FY 2008-09	90,413.53	23,867.00	0.00	114,280.53	100%
FY 2009-10	114,280.53	71,297.00	90,000.00	95,577.53	100%
FY 2010-11	95,577.53	13,464.00	0.00	109,041.53	100%
FY 2011-12	109,041.53	19,085.00	15,620.02	112,506.51	100%
FY 2012-13	112,506.51	23,271.00	89,678.76	46,098.75	100%
FY 2013-14	46,098.75	11,909.00	0.00	58,007.75	100%
FY 2014-15	58,007.75	30,514.00	0.00	88,521.75	100%
FY 2015-16	88,521.75	13,037.00	29,561.73	71,997.02	11.3%
FY 2016-17	71,997.02	27,806.00	6,208.27	93,594.75	0.0%
FY 2017-18	93,594.75	63,724.00	0.00	157,318.75	0.0%
FY 2018-19	157,318.75	10,293.00	54,223.00	113,388.75	0.0%
FY 2019-20	113,388.75	76,997.00	0.00	190,385.75	0.0%
FY 2020-21	190,385.75	14,628.00	0.00	205,013.75	0.0%
Total		490,305.53	285,291.78	205,013.75	58.19%

Revenue received from fire impact fees totals \$490,306 of which \$285,292 has been spent on items including a fire hydrant, fire apparatus, and the acquisition of a trailer that was being leased for the Squad Program.

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Financial Update

Developmental Impact Fees

PARKS BREAKDOWN

The incremental expansion method was used to calculate Park impact fees. Revenue and expenditure details follow:

PARKS	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	101,454.75	0.00	101,454.75	100%
FY 2005-06	101,454.75	87,864.00	0.00	189,318.75	100%
FY 2006-07	189,318.75	24,302.00	191,033.99	22,586.76	100%
FY 2007-08	22,586.76	48,658.00	0.00	71,244.76	100%
FY 2008-09	71,244.76	45,714.00	0.00	116,958.76	100%
FY 2009-10	116,958.76	317,848.80	0.00	434,807.56	100%
FY 2010-11	434,807.56	6,363.20	0.00	441,170.76	100%
FY 2011-12	441,170.76	60,230.00	7,836.25	493,564.51	100%
FY 2012-13	493,564.51	33,990.00	4,293.75	523,260.76	100%
FY 2013-14	523,260.76	12,040.00	20,498.27	514,802.49	100%
FY 2014-15	514,802.49	169,014.00	4,299.91	679,516.58	100%
FY 2015-16	679,516.58	5,148.00	458,455.22	226,209.36	100%
FY 2016-17	226,209.36	73,102.00	230,819.59	68,491.77	21.8%
FY 2017-18	68,491.77	166,744.00	11,342.14	223,893.63	0.0%
FY 2018-19	223,893.63	40,744.00	0.00	264,637.63	0.0%
FY 2019-20	264,637.63	290,584.00	0.00	555,221.63	0.0%
FY 2020-21	555,221.63	65,822.00	0.00	621,043.63	0.0%
Total		1,549,622.75	928,579.12	621,043.63	59.9%

Revenue received from park impact fees totals \$1,549,623 of which \$928,579 has been spent on improvements to El Toyon and Kimball parks and on the Paradise Creek enhancement project.



Financial Update

Developmental Impact Fees

LIBRARY BREAKDOWN

The plan based method was used to calculate Library impact fees. Revenue and expenditure details follow:

LIBRARY	Beginning Balance	Revenue	Expenditures	Ending Balance	% Spent
FY 2004-05	0.00	20,359.75	0.00	20,359.75	100%
FY 2005-06	20,359.75	17,609.00	0.00	37,968.75	100%
FY 2006-07	37,968.75	39,349.00	0.00	77,317.75	100%
FY 2007-08	77,317.75	9,760.00	0.00	87,077.75	100%
FY 2008-09	87,077.75	9,163.00	0.00	96,240.75	100%
FY 2009-10	96,240.75	64,435.00	0.00	160,675.75	100%
FY 2010-11	160,675.75	14,860.00	0.00	175,535.75	100%
FY 2011-12	175,535.75	12,091.00	0.00	187,626.75	100%
FY 2012-13	187,626.75	6,823.00	0.00	194,449.75	100%
FY 2013-14	194,449.75	2,415.00	0.00	196,864.75	100%
FY 2014-15	196,864.75	33,949.00	0.00	230,813.75	38.7%
FY 2015-16	230,813.75	1,032.00	210,000.00	21,845.75	0.0%
FY 2016-17	21,845.75	17,037.00	0.00	38,882.75	0.0%
FY 2017-18	38,882.75	33,492.00	0.00	72,374.75	0.0%
FY 2018-19	72,374.75	8,180.00	0.00	80,554.75	0.0%
FY 2019-20	80,554.75	58,366.00	0.00	138,920.75	0.0%
FY 2020-21	138,920.75	13,217.00	0.00	152,137.75	0.0%
Total		362,137.75	210,000.00	152,137.75	58.0%

Revenue received from library impact fees totals \$362,138 of which \$210,000 has been spent on upgrades to the National City Library.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #14 for the period of 9/29/21 through 10/5/21 in the amount of \\$3,074,425.90. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #14 for the period of 9/29/21 through 10/5/21 in the amount of \$3,074,425.90.
(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 9/29/21 - 10/05/21. 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	354965	77,056.58	Bayshore Bikeway Segment 5 PW
EXOS Community Svcs	354982	73,801.09	May Management Fees/Pool/CSD
EXOS Community Svcs	354983	52,521.50	General Expense / July / Pool / CSD
HMS Construction Inc	354990	174,643.44	CIP 19-09 Ped ADA Enhancement
Admisure Inc	778278	139,709.18	WC Account Replenishment

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$3,074,425.90.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$3,074,425.90

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 14



**WARRANT REGISTER # 14
10/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - OCT 2021	354875	10/5/21	110.00
BEARD	RETIREE HEALTH BENEFITS - OCT 2021	354876	10/5/21	70.00
BECK	RETIREE HEALTH BENEFITS - OCT 2021	354877	10/5/21	140.00
BISHOP	RETIREE HEALTH BENEFITS - OCT 2021	354878	10/5/21	110.00
BOEGLER	RETIREE HEALTH BENEFITS - OCT 2021	354879	10/5/21	260.00
BULL	RETIREE HEALTH BENEFITS - OCT 2021	354880	10/5/21	580.00
CAMEON	RETIREE HEALTH BENEFITS - OCT 2021	354881	10/5/21	400.00
CARRILLO	RETIREE HEALTH BENEFITS - OCT 2021	354882	10/5/21	290.00
COLE	RETIREE HEALTH BENEFITS - OCT 2021	354883	10/5/21	165.00
COLLINSON	RETIREE HEALTH BENEFITS - OCT 2021	354884	10/5/21	420.00
CONDON	RETIREE HEALTH BENEFITS - OCT 2021	354885	10/5/21	280.00
CORDERO	RETIREE HEALTH BENEFITS - OCT 2021	354886	10/5/21	520.00
DALLA	RETIREE HEALTH BENEFITS - OCT 2021	354887	10/5/21	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - OCT 2021	354888	10/5/21	250.00
DEESE	RETIREE HEALTH BENEFITS - OCT 2021	354889	10/5/21	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - OCT 2021	354890	10/5/21	110.00
DIAZ	RETIREE HEALTH BENEFITS - OCT 2021	354891	10/5/21	680.00
DILLARD	RETIREE HEALTH BENEFITS - OCT 2021	354892	10/5/21	480.00
DREDGE	RETIREE HEALTH BENEFITS - OCT 2021	354893	10/5/21	250.00
DUONG	RETIREE HEALTH BENEFITS - OCT 2021	354894	10/5/21	280.00
EISER III	RETIREE HEALTH BENEFITS - OCT 2021	354895	10/5/21	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - OCT 2021	354896	10/5/21	620.00
ETZLER	RETIREE HEALTH BENEFITS - OCT 2021	354897	10/5/21	460.00
FABINSKI	RETIREE HEALTH BENEFITS - OCT 2021	354898	10/5/21	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - OCT 2021	354899	10/5/21	270.00
FIFIELD	RETIREE HEALTH BENEFITS - OCT 2021	354900	10/5/21	540.00
GAUT	RETIREE HEALTH BENEFITS - OCT 2021	354901	10/5/21	700.00
GELSKEY	RETIREE HEALTH BENEFITS - OCT 2021	354902	10/5/21	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - OCT 2021	354903	10/5/21	120.00
GONZALES	RETIREE HEALTH BENEFITS - OCT 2021	354904	10/5/21	480.00
HANSON	RETIREE HEALTH BENEFITS - OCT 2021	354905	10/5/21	135.00
HARLAN	RETIREE HEALTH BENEFITS - OCT 2021	354906	10/5/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - OCT 2021	354908	10/5/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - OCT 2021	354909	10/5/21	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - OCT 2021	354910	10/5/21	400.00
HODGES	RETIREE HEALTH BENEFITS - OCT 2021	354911	10/5/21	200.00
IBARRA	RETIREE HEALTH BENEFITS - OCT 2021	354912	10/5/21	780.00
JONES	RETIREE HEALTH BENEFITS - OCT 2021	354913	10/5/21	60.00
JONES	RETIREE HEALTH BENEFITS - OCT 2021	354914	10/5/21	480.00
JUNIEL	RETIREE HEALTH BENEFITS - OCT 2021	354915	10/5/21	50.00
KIMBLE	RETIREE HEALTH BENEFITS - OCT 2021	354916	10/5/21	300.00
KLOS	RETIREE HEALTH BENEFITS - OCT 2021	354917	10/5/21	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - OCT 2021	354918	10/5/21	660.00
LEACH	RETIREE HEALTH BENEFITS - OCT 2021	354919	10/5/21	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - OCT 2021	354920	10/5/21	160.00
MATIENZO	RETIREE HEALTH BENEFITS - OCT 2021	354921	10/5/21	100.00
MCCABE	RETIREE HEALTH BENEFITS - OCT 2021	354922	10/5/21	280.00



WARRANT REGISTER # 14
10/5/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCDANIEL	RETIREE HEALTH BENEFITS - OCT 2021	354923	10/5/21	290.00
MEDINA	RETIREE HEALTH BENEFITS - OCT 2021	354924	10/5/21	105.00
MEEKS	RETIREE HEALTH BENEFITS - OCT 2021	354925	10/5/21	460.00
MENDOZA	RETIREE HEALTH BENEFITS - OCT 2021	354926	10/5/21	290.00
MINER	RETIREE HEALTH BENEFITS - OCT 2021	354927	10/5/21	580.00
MORRISON	RETIREE HEALTH BENEFITS - OCT 2021	354928	10/5/21	520.00
NAGLE	RETIREE HEALTH BENEFITS - OCT 2021	354929	10/5/21	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - OCT 2021	354930	10/5/21	120.00
OLIVARES	RETIREE HEALTH BENEFITS - OCT 2021	354931	10/5/21	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - OCT 2021	354932	10/5/21	360.00
PAUU JR	RETIREE HEALTH BENEFITS - OCT 2021	354933	10/5/21	340.00
PE	RETIREE HEALTH BENEFITS - OCT 2021	354934	10/5/21	300.00
PEASE JR	RETIREE HEALTH BENEFITS - OCT 2021	354935	10/5/21	140.00
PETERS	RETIREE HEALTH BENEFITS - OCT 2021	354936	10/5/21	290.00
POST	RETIREE HEALTH BENEFITS - OCT 2021	354937	10/5/21	280.00
RAY	RETIREE HEALTH BENEFITS - OCT 2021	354938	10/5/21	190.00
ROARK	RETIREE HEALTH BENEFITS - OCT 2021	354939	10/5/21	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - OCT 2021	354940	10/5/21	260.00
RUIZ	RETIREE HEALTH BENEFITS - OCT 2021	354941	10/5/21	310.00
SAINZ	RETIREE HEALTH BENEFITS - OCT 2021	354942	10/5/21	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - OCT 2021	354943	10/5/21	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - OCT 2021	354944	10/5/21	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - OCT 2021	354945	10/5/21	480.00
SILVA	RETIREE HEALTH BENEFITS - OCT 2021	354946	10/5/21	580.00
SMITH	RETIREE HEALTH BENEFITS - OCT 2021	354947	10/5/21	320.00
SMITH	RETIREE HEALTH BENEFITS - OCT 2021	354948	10/5/21	560.00
STEWART	RETIREE HEALTH BENEFITS - OCT 2021	354949	10/5/21	200.00
TIPTON	RETIREE HEALTH BENEFITS - OCT 2021	354950	10/5/21	250.00
VERRY	RETIREE HEALTH BENEFITS - OCT 2021	354951	10/5/21	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - OCT 2021	354952	10/5/21	480.00
WHITE	RETIREE HEALTH BENEFITS - OCT 2021	354953	10/5/21	230.00
WILKINS	RETIREE HEALTH BENEFITS - OCT 2021	354954	10/5/21	520.00
YBARRA	RETIREE HEALTH BENEFITS - OCT 2021	354955	10/5/21	220.00
	RETIREE HEALTH BENEFITS:			27,815.00
A/G COLLISION CENTER	CITATION REFUNDS - AUGUST 2021	354956	10/5/21	130.00
ACE UNIFORMS & ACCESSORIES INC	RECRUIT BARAJAS	354957	10/5/21	2,128.71
ADAMOS	TRAINING ADV LDG USER GRP	354958	10/5/21	514.06
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	354959	10/5/21	2,212.32
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	354960	10/5/21	782.20
BAKER & TAYLOR	BOOKS FOR FY22/LIBRARY	354961	10/5/21	197.67
BUCKNAM INFRASTRUCTURE	NATIONAL CITY PAVEMENT MANAGEMENT PROGRAM	354962	10/5/21	29,551.00
CAL UNIFORMS INC	CSO UNIFORM PANTS	354963	10/5/21	184.85
CAMACHO	TRAINING ADV LDG USER GRP	354964	10/5/21	452.12
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGMENT 5 - ENG/PW	354965	10/5/21	77,056.58
CHILDREN'S HOSPITAL	NATIONAL CITY SAFE ROUTES TO SCHOOL - ENG	354966	10/5/21	19,808.50
CHRISTENSEN & SPATH LLP	PROFESSIONAL SERVICES	354967	10/5/21	225.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / FINANCE	354968	10/5/21	154.52



**WARRANT REGISTER # 14
10/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	354969	10/5/21	7,510.00
COLANTUONO HIGHSMITH	AFFORDABLE HOUSING COALITION FILE#44002	354970	10/5/21	612.50
COLANTUONO HIGHSMITH	AFFORDABLE HOUSING COALITION FILE#44002	354971	10/5/21	140.00
COUNTY OF SAN DIEGO	CO OF SD CITATION REVENUE/GC76000-761000	354972	10/5/21	7,607.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	354973	10/5/21	174.00
CYRACOM INTERNATIONAL, INC	LANGUAGE LINE TRANSLATION	354974	10/5/21	105.95
DAY WIRELESS SYSTEMS	COMM EQUIPMT MNTNCE SVC, FY 22/ FIRE	354976	10/5/21	1,312.00
DE PASCALE	TRAINING ADV POST SUB SUPERVISORY / PD	354977	10/5/21	1,560.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	354978	10/5/21	160.00
DEPT OF JUSTICE	DOJ FINGERPRINTING	354979	10/5/21	326.00
D-MAX ENGINEERING INC	T&A 90396 724 CIVIC CENTER DRIVE - ENG/PW	354980	10/5/21	23.00
EBSCO INFORMATION SERVICES	ANNUAL SUBSCRIPTION FOR 7/2021 TO 6/2022	354981	10/5/21	16,899.00
EXOS COMMUNITY SERVICES LLC	MAY MANAGEMENT FEES / POOL / CSD	354982	10/5/21	73,801.09
EXOS COMMUNITY SERVICES LLC	GENERAL EXPENSES~ JULY / POOL / CSD	354983	10/5/21	52,521.50
EXPERIAN	CREDIT CHECKS	354984	10/5/21	89.60
FORDYCE CONSTRUCTION INC	CIP 21-01 CITY HALL NEW HALLWAY DOOR	354985	10/5/21	16,938.98
GEOSYNTEC CONSULTANTS INC	DUCK POND GROUNDWATER MONITORING - ENG	354986	10/5/21	2,390.75
GIL	TRAINING SUPERVSRY / PD	354987	10/5/21	1,280.00
GRAINGER	MOVIE SCREEN STORAGE	354988	10/5/21	2,637.72
HDR ENGINEERING, INC.	PARADISE CREEK KIMBALL ADDITION SUPPORT	354989	10/5/21	9,388.50
HMS CONSTRUCTION INC	CIP 19-09 PED ADA ENHANCEMENTS - ENG/PW	354990	10/5/21	174,643.44
INNOVATIVE CONSTRUCTION	CIP 19-45 CIVIC CENTER ADA - ENG/PW	354991	10/5/21	3,781.50
IPS GROUP INC	PARKING MANAGEMENT - ENG/PW	354992	10/5/21	9,516.66
KIMLEY HORN	8TH AND ROOSEVELT ATP - ENG/PW	354993	10/5/21	21,223.59
KIMLEY HORN	NTP FOR THE EVALUATION OF AFFORDABLE	354994	10/5/21	4,845.00
KTUA	8TH ST AND ROOSEVELT AVE CALTRANS ATP	354995	10/5/21	2,450.50
LASHBROOK	TRAINING ADV SUG / PD	354996	10/5/21	452.12
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	354997	10/5/21	1,386.00
LOPEZ	REFUND OF CONSTRUCTION & DEMO DEPOSIT	354998	10/5/21	65.13
LOPEZ	TRAINING ADV SUB FTO / PD	354999	10/5/21	780.00
LOPEZ	TRAINING ADV LDG TYLR GRP USR / PD	355000	10/5/21	452.12
LUCAS	CC EXPENSES- MATT LUCAS, DEPLOYMNT/FIRE	355001	10/5/21	1,291.29
LUJAN JR	LICENSE REIMBURSEMENT	355002	10/5/21	85.00
MAN K9 INC	K9 TYSON AND ACADEMY	355003	10/5/21	18,506.25
MASON'S SAW	MOP 45745. SUPPLIES FOR PARKS DEPARTMENT	355004	10/5/21	1,324.96
MENDEZ	REFUND OF CONSTRUCTION & DEMO DEPOSIT	355005	10/5/21	115.03
METEAU JR	2021 SHRM ANNUAL CONFERENCE EXPO	355006	10/5/21	2,791.02
MEYERS, NAVE, RIBACK, SILVER	PROFESSIONAL SERVICES DEVELOP COMMERCIAL	355007	10/5/21	2,662.50
MIDWEST TAPE	AUDIO-VISUAL FOR FY22/LIBRARY	355008	10/5/21	28.26
NINYO & MOORE	T&A 90519 130 E. 28TH ST - ENG/PW	355009	10/5/21	1,206.15
NV5 INC	T&A 90536 - SWEETWATER RETAINING WALL	355010	10/5/21	10,056.25
OFFICE SOLUTIONS BUSINESS	MOP#83778 OFFICE SUPPLIES FOR SECTION 8	355011	10/5/21	463.92
ORANGE COUNTY SHERIFF'S	TRAINING TUITION GIL / PD	355012	10/5/21	225.00
PADRE JANITORIAL SUPPLIES	CONSUMABLES / NUTRITION	355013	10/5/21	516.88
PALMA	ACE PARKING REIMBURSEMENT	355014	10/5/21	10.00
PALOMAR HEALTH	SART EXAM	355015	10/5/21	2,700.00
PIERSON	TRAINING REIM FOR TACTICAL MISSION PLAN / PD	355016	10/5/21	215.04



**WARRANT REGISTER # 14
10/5/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRESTIGE PAINTING INC	RECPT 84731 - REF OF PERMIT FEES	355017	10/5/21	356.00
PROFESSIONAL SEARCH GROUP LLC	TEMP SALARY PAYMENT FOR RECRUITMENT	355018	10/5/21	1,600.00
PROJECT PROFESSIONALS CORP	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	355019	10/5/21	9,282.32
PRUDENTIAL OVERALL SUPPLY	FOR UNIFORM CLEANING SERVICE AS NEEDED	355020	10/5/21	250.75
RANDALL LAMB ASSOCIATES INC	CIP 20-20 CIVIC CENTER SERVER ROOM CRAC	355022	10/5/21	2,875.00
RANDALL LAMB ASSOCIATES INC	CIP 21-23 NC CAMACHO REC CENTER HVAC REP	355023	10/5/21	3,487.50
RIO HONDO COLLEGE	TRAINING TUITION SUPERVRY AARN DEPSCL	355024	10/5/21	228.00
RIO HONDO COLLEGE	TRAINING TUITION FTO RLOPEZ	355025	10/5/21	89.00
S D COUNTY SHERIFF'S DEPT	CAL ID JULY - DEC 2020	355026	10/5/21	9,075.00
SAN DIEGO GAS & ELECTRIC	SAN DIEGO GAS & ELECTRIC UTILITIES	355027	10/5/21	2,718.00
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VEST HIRSH / RUDE	355028	10/5/21	1,781.33
SAN DIEGO UNION TRIBUNE	SD UT PUBLIC LEGAL NOTICE	355029	10/5/21	669.32
SBCS CORPORATION	CARES ACT CDBG-CV AGREEMENT WITH SOUTH	355030	10/5/21	4,887.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	355031	10/5/21	828.10
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	355032	10/5/21	2,745.31
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES-PW	355033	10/5/21	342.75
SMART & FINAL	CDBG CASA DE SALUD SNAKS	355034	10/5/21	277.67
SPOK INC	SPOK METROCALL PAGING FY22	355036	10/5/21	672.98
SPRINGER	TRAINING REIM FOR SHERMAN BLOCK SLI COURSE	355037	10/5/21	140.46
SPRINGER	TRAINING REIM FOR SHERMAN BLOCK SLI SESS	355039	10/5/21	276.60
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIS / NSD	355040	10/5/21	28.69
SULLIVAN	TRAINING LAPD ADV SUB 2	355041	10/5/21	847.81
TECHNOLOGY INTEGRATION GROUP	MIS SUPPLIES	355042	10/5/21	155.02
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	355043	10/5/21	247.95
U S BANK	CC EXPENSES- SERGIO MORA, DEPLOYMNT/FIRE	355044	10/5/21	6,194.97
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	355045	10/5/21	10,156.26
VIVINT SOLAR, INC	2020-9780 REF OF PEMIT FEES RECPT 81679	355046	10/5/21	124.17
WALTERS	TRAINING ADV SUB SLI 1	355047	10/5/21	396.68
WALTERS	TRAINING SLI 5	355048	10/5/21	396.68
WEST COAST ARBORISTS INC	CIP 21-24 ALFIRE GRANT PLANTING - ENG/PW	355049	10/5/21	28,700.00
WEST PAYMENT CENTER	INVESTIGATIVE SVCS	355050	10/5/21	633.22
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY22	355051	10/5/21	64.85

A/P Total 709,013.62

WIRED PAYMENTS

ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY 22	693434	10/5/21	38,427.24
CITY NATIONAL BANK	LEASE PMNT #46 W/ OPTION TO PURCHASE #10	777447	10/4/21	43,101.10
DEEPNET SECURITY	DEEPNET SECURITY RENEWAL~	777474	10/4/21	2,290.00
ADMINSURE INC	WORKERS' COMPENSATION ACCOUNT REPLENISHM	778278	10/4/21	139,709.18

SECTION 8 HAPS

Start Date	End Date	
9/29/2021	10/5/2021	995,713.12

PAYROLL

Pay period	Start Date	End Date	Check Date	
19	9/7/2021	9/20/2021	9/29/2021	1,146,171.64

GRAND TOTAL

\$ 3,074,425.90

The following page(s) contain the backup material for Agenda Item: [Warrant Register #15 for the period of 10/06/21 through 10/14/21 in the amount of \\$769,998.59. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #15 for the period of 10/06/21 through 10/14/21 in the amount of \$769,998.59.
(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 10/06/21 - 10/14/21. 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>
City of Chula Vista	355071	106,652.00	Animal Shelter Fees 3 Months / PD
County of San Diego	355077	55,518.18	Nextgen Regional Comm System
Kaiser Foundation HP	355095	189,598.36	Group #104220-0002 / Sep 2021

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$769,998.59.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$769,998.59

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 15



WARRANT REGISTER # 15
10/12/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACADEMI TRAINING CENTER LLC	NOVEMBER SHOOT	355052	10/14/21	600.00
ACME SAFETY & SUPPLY CORP	SURVEY VEST	355053	10/14/21	145.51
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - OCTOBER	355054	10/14/21	988.08
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	355055	10/14/21	2,378.05
ALL FRESH PRODUCTS	FOR CONSUMABLES AS NEEDED FOR NUTRITION	355056	10/14/21	6,374.05
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICE FY22/LIBRARY	355057	10/14/21	2,761.44
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	355058	10/14/21	66.00
AMAZON	OFFICE SUPPLIES FY22/LIBRARY	355059	10/14/21	749.32
ASSI SECURITY INC	PROVIDE SECURITY SERVICES AND REPAIRS	355060	10/14/21	435.00
BARAJAS	TRAINING REIMB EVOC	355061	10/14/21	1,523.00
BUSH POWER BRAKE SERVICE	CALIPER REPAIR AND BRAKE LINE	355062	10/14/21	54.37
C A P F	OCTOBER 2021 - FIRE LTD	355063	10/14/21	1,121.00
CALIFORNIA ASSOCIATION OF CODE	CACEO MODULE 3/ NSD	355064	10/14/21	299.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES-PW	355065	10/14/21	295.58
CALIFORNIA LAW ENFORCEMENT	OCTOBER 2021 - PD LTD	355066	10/14/21	2,131.50
CALIFORNIA PARK	CPRS MEMBERSHIP RENEWALS	355067	10/14/21	715.00
CALPERS - FINANCIAL REPORTING	2021 REPLACEMENT CHARGES FOR CITY	355068	10/14/21	4,894.89
CALPERS - FINANCIAL REPORTING	DELINQUENT PAYROLL INV#100000016565902	355069	10/14/21	200.00
CDWG	PALO THREAT PREVENTION - SUBSCRIPTION	355070	10/14/21	27,254.20
CITY OF CHULA VISTA	SHELTER FEES 3 MONTHS	355071	10/14/21	106,652.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR SEPTEMBER	355072	10/14/21	1,141.72
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE ON-SITE ENERGY EFFICIENT	355073	10/14/21	1,425.00
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR, LOCK	355074	10/14/21	4,320.00
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES, PARTS	355075	10/14/21	3,238.35
CORDOVA	CACEO CAR RENTAL REIMBURSEMENT / NSD	355076	10/14/21	285.53
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	355077	10/14/21	55,518.18
COUNTY OF SAN DIEGO	FILING NOTICE OF EXEMPTION FOR W 19TH ST	355078	10/14/21	50.00
COUNTY OF SAN DIEGO	REMAINING BALANCE FOR KIMBALL HOLIDAY	355079	10/14/21	30.68
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	355080	10/14/21	537.77
CUMMING CHEVROLET	MOP 45751 AUTO SUPPLIES-PW	355081	10/14/21	32.49
DEPT OF INDUSTRIAL RELATIONS	INSPECTION A AVE	355082	10/14/21	675.00
DISCOUNT SPECIALTY CHEMICALS	RED GREASE SPRAY	355083	10/14/21	416.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	355084	10/14/21	15,474.15
FEDEX	POLICE RECRUIT TESTING MATERIALS	355085	10/14/21	26.72
FIRE ETC	PRO WARRINGTON 3003 8" BOOTS, D LAFRENIE	355086	10/14/21	624.95
G/M BUSINESS INTERIORS	WORK STATIONS FOR THE BLDG. DIVISION	355087	10/14/21	18,020.13
GATES PLANNING STRATEGIES	CONSULTANT TO PROVIDE LAND USE	355088	10/14/21	9,000.00
GLOBAL POWER GROUP INC	LABOR HOURS~	355089	10/14/21	1,571.40
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	355090	10/14/21	2,472.95
GRANICUS	WEBSITE REDESIGN SERVICES	355091	10/14/21	1,200.00
HOME DEPOT CREDIT SERVICES	STORAGE SHED	355092	10/14/21	1,667.03
INLAND KENWORTH INC	POWER MODULE-LINEAR	355093	10/14/21	78.46
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	355094	10/14/21	1,295.00
KAISER FOUNDATION HEALTH PLANS	GROUP #104220-0002 - SEPTEMBER 2021	355095	10/14/21	189,598.36
KAISER FOUNDATION HEALTH PLANS	GROUP #104220-01, 06, 07-SEPTEMBER 2021	355096	10/14/21	18,310.34
KAISER FOUNDATION HEALTH PLANS	GROUP #104220-005 / SEPTEMBER 2021	355097	10/14/21	10,875.64
KAISER FOUNDATION HEALTH PLANS	GROUP #104220-03, 09-SEPTEMBER 2021	355098	10/14/21	6,433.84



**WARRANT REGISTER # 15
10/12/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KAISER FOUNDATION HEALTH PLANS	GROUP #104220-7002 - SEPTEMBER 2021	355099	10/14/21	2,489.36
KREISBERG LAW FIRM	CITY OF NATIONAL CITY - COMPENSATION STUDY	355100	10/14/21	16,500.00
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	355101	10/14/21	182.14
LASER SAVER INC	MOP 04840 TONER PD	355102	10/14/21	179.33
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	355103	10/14/21	21,999.19
MAN K9 INC	AUG / SEPT TRAINING	355104	10/14/21	2,368.00
MARINA GATEWAY HOTEL	LIABILITY CLAIM COST	355105	10/14/21	7,338.58
MEGA OUTDOOR ENTERTAINMENT	RFW CS DEPARTMENT SCREEN RENTAL OCTOBER	355106	10/14/21	2,600.00
METEAU JR	SPHR - HUMAN RESOURCE RECERTIFICATION	355107	10/14/21	308.00
MTS	MTS GRAFFITI REMOVAL/ NSD	355108	10/14/21	222.70
NATIONAL CITY AUTO TRIM	MOP #72441, MFG NEW HOSE BED COVER/ FIRE	355109	10/14/21	489.38
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2022	355110	10/14/21	300.31
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2022	355111	10/14/21	742.50
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES-PW	355112	10/14/21	61.71
NATIONAL PHARMACEUTICAL	DESTRUCTION OF CONTROLS	355113	10/14/21	235.00
NFPA FULFILLMENT CENTER	MEMBERSHIP AND SUBSCRIPTION TO NFPA / FIRE	355114	10/14/21	1,520.50
NITV FEDERAL SERVICES LLC	TRAINING TUITION FOR CERTIFIED EXAMINERS	355115	10/14/21	1,395.00
OFFICE SOLUTIONS BUSINESS	MOP #83778, OFFICE SUPPLIES / FIRE	355116	10/14/21	197.38
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES-PW	355117	10/14/21	180.08
PACIFIC SAFETY CENTER	ANNUAL MEMBERSHIP RENEWAL DATES 11/1/202	355118	10/14/21	145.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES-PW	355119	10/14/21	462.66
PENSKE FORD	R&M CITY VEHICLES FY 2022	355120	10/14/21	972.46
PEREZ	LICENSE REIMBURSEMENT	355121	10/14/21	85.00
PERRY ELECTRIC	CIP 19-13 CITYWIDE PEDESTRIAN SAFETY	355122	10/14/21	16,831.27
POLICE AND FIRE PSYCHOLOGY	PSYCH EVALS	355123	10/14/21	350.00
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	355124	10/14/21	96.68
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	355125	10/14/21	1,273.12
PROFESSIONAL SEARCH GROUP LLC	TEAM STAFF- DANIEL GONZALEZ	355126	10/14/21	2,816.40
PRUDENTIAL OVERALL SUPPLY	MOP FOR UNIFORM CLEANING SERVICE	355127	10/14/21	392.65
RAY	RETIREE HEALTH BENEFITS - July 2021	355128	10/14/21	190.00
RELIANCE STANDARD	OCT 2021 - GRP VAI826233, VCI801146 & VG	355129	10/14/21	2,076.59
SAN DIEGO HOUSING FEDERATION	SAN DIEGO HOUSING FEDERATION GOVERNMENT	355130	10/14/21	550.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	355131	10/14/21	3.34
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355132	10/14/21	401.80
SMART SOURCE OF CALIFORNIA LLC	MOP#24302, 10 WINDOW ENVELOPE/ FIRE	355133	10/14/21	387.64
SONSRAY MACHINERY LLC	LABOR AND SERVICE FOR BACKHOE	355134	10/14/21	267.10
SOUTH COAST EMERGENCY	SWITCH, WIPER/WASHER - PW	355135	10/14/21	1,002.14
SOUTHWEST SIGNAL SERVICE	INTERSECITON MAINTENANCE	355136	10/14/21	15,920.52
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES - STAPLES - MOP 45704	355137	10/14/21	1,088.03
STC TRAFFIC	TS COMM UPGRADE CONST SUPPORT - ENG/PW	355138	10/14/21	34,380.00
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	355139	10/14/21	1,920.83
SWANK MOTION PICTURES INC	RFW CS DEPARTMENT MOVIE RENTAL OCTOBER	355140	10/14/21	450.00
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	355141	10/14/21	30,597.20
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION CENTER	355142	10/14/21	2,209.49
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES-PW	355143	10/14/21	491.01
TELECOM LAW FIRM P C	TELECOM LAW FIRM SERVICES	355144	10/14/21	384.00
THE COUNSELING TEAM	PEER SUPPORT SERVICE	355145	10/14/21	800.00



**WARRANT REGISTER # 15
10/12/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE SHERWIN WILLIAMS CO	MOP 77816 PAINTING SUPPLIES-PW	355146	10/14/21	805.68
THE STAR NEWS	PUBLIC NOTICE - STAR NEWS	355147	10/14/21	105.06
TOM HOMANN LGBTQ+ LAW ASSOC	MEMBERSHIP DUES TOM HOMANN LGBTQ	355148	10/14/21	55.00
TOPECO PRODUCTS	MOP 63849 GENERAL SUPPLIES-PW	355149	10/14/21	29.38
T'S & SIGNS	T SHIRTS FOR EMPLOYEE APPRECIATION BBQ	355150	10/14/21	1,604.58
TURF STAR INC	TIRE 93-9939	355151	10/14/21	271.69
U S BANK	NFPA SUBSCRIPTION MEMBERSHIP/FIRE	355152	10/14/21	4,962.52
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	355153	10/14/21	460.78
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES-PW	355154	10/14/21	289.52
VELOCITY TRUCK CENTERS	ENGINE AND TRANSMISSION	355155	10/14/21	39.63
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	355156	10/14/21	148.94
VISTA PAINT	ON-LINE TRAFFIC PAINT YELLOW AND BLACK	355157	10/14/21	6,401.55
VORTEX INDUSTRIES INC	CITYWIDE ON-SITE SERVICE & REPAIRS	355158	10/14/21	950.00
WETMORES	AGM31 BATTERY 1150 CCA	355159	10/14/21	2,152.80
WHITE CAP CONSTRUCTION SUPPLY	50 LB ELEPHANT AMOR MORTAR ULTRA-HIGH	355160	10/14/21	263.32
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC ACCESSORIES	355161	10/14/21	252.66
WSP USA INC	SB2 GRANT - PLANNING RELATED SERVICES	355162	10/14/21	22,080.71
CHEN RYAN ASSOCIATES INC	PROFESSIONAL SVCS RENDERED	355163	10/14/21	49,313.00
			A/P Total	769,998.59
			GRAND TOTAL	\$ 769,998.59

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California approving a Zone Change from Major Mixed-Use District \(MXD-2\) to Service Commercial \(CS\) and Open Space \(OS\), and amendment to Chapter 18.22.020 of the Municipal Code to allow for used auto sales in the CS zone for construction of a Carmax dealership on property located on the north side of Plaza Bonita Road, west of Sweetwater Road, and east of Interstate 805. \(Applicant: Carmax\) \(Case File No. 2016-30 ZC, A\) \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO. |

ITEM TITLE: Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Major Mixed-Use District (MXD-2) to Service Commercial (CS) and Open Space (OS), and amendment to Chapter 18.22.020 of the Municipal Code to allow for used auto sales in the CS zone for construction of a Carmax dealership on property located on the north side of Plaza Bonita Road, west of Sweetwater Road, and east of Interstate 805. (Applicant: Carmax) (Case File No. 2016-30 ZC, A) |

PREPARED BY: Martin Reeder, AICP

MR

DEPARTMENT: Community Development

PHONE: 619-336-4313 |

APPROVED BY: 
Director of Community Development

EXPLANATION:

The applicant is proposing a Carmax pre-owned automobile dealership, service building, and non-public carwash on the subject property. At the City Council meeting of November 2, 2021, the City Council introduced an Ordinance changing the project property zoning from Major Mixed-Use District (MXD-2) to Service Commercial (CS) and Open Space (OS), and amending Chapter 18.22.020 (allowable uses – commercial zones) to allow used auto sales in the CS zone subject to a CUP. The attached Ordinance needs to be adopted in order to complete the amendment process.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Environmental Impact Report (SCH# 2016111035)

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Ordinance

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2021-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A ZONE CHANGE FROM MAJOR MIXED-USE DISTRICT (MXD-2) TO SERVICE COMMERCIAL (CS) AND OPEN SPACE (OS), AND AMENDMENT TO CHAPTER 18.22.020 OF THE MUNICIPAL CODE TO ALLOW FOR USED AUTO SALES IN THE CS ZONE FOR CONSTRUCTION OF A CARMAX DEALERSHIP ON PROPERTY LOCATED ON THE NORTH SIDE OF PLAZA BONITA ROAD, WEST OF SWEETWATER ROAD, AND EAST OF INTERSTATE 805. APPLICANT: CARMAX CASE FILE NO. 2016-30 ZC, A

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the rezoning of the parcel of real property (APN 564-471-11), hereinafter described, and for the amendment of the Zoning Map of the City of National City; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission of National City and also by the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission of National City has regularly and duly certified to the City Council its report and has recommended such rezoning and code amendment; and

WHEREAS, the City Council found that on the basis of the Environmental Impact Report and any comments received that there is no substantial evidence that the project will have a significant effect on the environment and adopted a proposed Finding of No Significant Impact which addresses the rezoning; and

WHEREAS, the City Council finds the rezoning and code amendment consistent with and necessary to implement the General Plan.

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

Section 1. All protests, if any, against said rezoning and said amendment to the General Plan, and each of them be and hereby are denied and overruled.

Section 2. That all the real property described below is hereby rezoned from Major Mixed-Use District (MXC-2) to Medium-Density Multi-Unit Residential (RM-1):

LOT 14 OF SUBDIVISION MAP NO. 10337, PLAZA BONITA SHOPPING CENTER, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON FEBRUARY 24, 1982 AS INSTRUMENT NO. 82-050075, OF OFFICIAL RECORDS. APN: 564-471-11-00; and

Section 3. That a Notice of Determination shall be filed indicating that the rezoning will not have a significant effect on the environment.

Section 4. That Subsection 18.22.020 of the National City Municipal Code is amended to read as follows:

18.22.020 Allowed land uses and permit requirements.

Table 18.22.020 identifies the uses of land allowed in each commercial zone. This table does not apply to the CL zone. For a list of allowable uses in the CL zone, please refer to Appendix A of the Westside Specific Plan.

Table 18.22.020
Allowed Land Uses
Commercial Zones

Land Use	Zone		Specific Use Regulations
	CA	CS	
Used auto and truck sales	-	C	
P Permitted C Conditional use permit M Minor use permit — Not permitted			

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 6. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

PASSED and ADOPTED this 16th day of November, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California amending Chapter 11.52 \(Bicycles\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2021-03 A\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 11.52 (Bicycles) of the National City Municipal Code. (Applicant City-Initiated) (Case File 2021-03 A)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Community Development

PHONE: 619-336-4313

APPROVED BY: _____



EXPLANATION:

At the City Council meeting of November 2, 2021, the City Council introduced an Ordinance amending Chapter 11.52 (Bicycles) of the National City Municipal Code. The attached Ordinance needs to be adopted in order to complete the amendment process.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per the California Environmental Quality Act

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Ordinance repealing NCMC Chapter 11.52 (Bicycles)

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2021 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 11.52 (BICYCLES) OF THE NATIONAL CITY MUNICIPAL CODE

WHEREAS, the City of National City (the “City”), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, bicycle registration and licensing has been proven to be less efficient than the use of serial numbers for the purposes of theft deterrence, no bicycle licenses have been issued since the mid-1990s, and the penalties for violations in the Chapter 11.52 are onerous, ranging from misdemeanor to impounding a bicycle; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code.

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

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Chapter 11.52 (Bicycles) is hereby modified to read as follows:

Chapter 11.52 - BICYCLES

Sections:

11.52.010 - Bicycle defined.

A "bicycle" is any device upon which a person may ride, which is propelled by human power through the assistance of belts, chains or gears and which has wheels at least twenty inches in diameter and a frame size of at least fourteen inches.

11.52.020 - Traffic regulations.

- A. It is unlawful for any person to ride a bicycle upon a sidewalk within any business or residence district of the city, with the exception herein stated.

- B. The council may, by resolution duly adopted, authorize the riding of bicycles on the sidewalks of such residential districts or area with such limitations as to hours and specific purposes as they may deem proper.
- C. It is an infraction for any person to violate any of the terms or provisions of this chapter or to use a bicycle in and upon any street, alley, park or other public place in this city, or upon any path or lane set aside for the exclusive use of bicycles within this city, without complying in all respects with the terms and provisions of this chapter.
- D. It is an infraction for any parent or guardian of any child or of anyone who has the custody or control of any child in this city to knowingly permit such child to use a bicycle in this city in violation of the terms and provisions of this chapter.

11.52.030 - Violation—Penalties.

- A. Every person convicted of a violation of any provisions of this chapter is guilty of an infraction and is punishable as prescribed in Section 1.20 or by impounding the bicycle of the person convicted for a period not to exceed thirty days, or by any or all said penalties or any combination thereof.
- B. The Chief of Police shall also have authority, in the event that any juvenile or person under the age of twenty-one years is found violating any provision of this chapter to take and impound the bicycle of such juvenile or minor so found violating such chapter, and to hold the same for a period not to exceed thirty days, during which said time the Chief of Police shall notify the parents or guardian or other person having the custody and control of said juvenile or minor of such offense.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

PASSED and ADOPTED this 16th day of November 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, California approving proposed amendments to the Community and Police Relations Commission \(CPRC\) Operating Procedures and Bylaws. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of National City, California approving proposed amendments to the Community and Police Relations Commission (CPRC) Operating Procedures and Bylaws.

PREPARED BY: Lauren Maxilom, Management Analyst II

DEPARTMENT: City Manager

PHONE: 619 336-4289

APPROVED BY: 

EXPLANATION:

See attached staff report.

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.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Discuss and provide feedback on the attached CPRC Operating Procedures and Bylaws.

BOARD / COMMISSION RECOMMENDATION:

The Community and Police Relations Commission approved the Operating Procedures as provided by a majority vote (5 in favor, 1 abstentions) and approved the Bylaws as provided by a majority vote (4 in favor, 2 abstentions) during their October 7, 2021 meeting.

ATTACHMENTS:

1. Proposed National City Community and Police Relations Commission Operating Procedures – red line
2. Proposed National City Community and Police Relations Commission Operating Procedures – clean version
3. Proposed National City Community and Police Relations Commission Bylaws – red line
4. Proposed National City Community and Police Relations Commission Bylaws – clean version

Community and Police Relations Commission Bylaws

Municipal Code Chapter 16.04 establishes the Community and Police Relations Commission (CPRC) and authorizes the CPRC to adopt bylaws and operating procedures from time to time, which shall be approved by the City Council, provided that if any provision of such bylaws or operating procedures conflicts with this Chapter 16.04, this chapter shall prevail. In the event of a conflict between the Bylaws and Operating Procedures, the Bylaws will take precedence. Both are subject to the City Municipal Code, as adopted and amended by the City Council.

Background

The City Council considered the Community and Police Relations Commission (CPRC) Operating Procedures and Bylaws on February 7, 2006. The City Council's action to approve the Operating Procedures but not the Bylaws. The consensus of the City Council was given to the members of the CPRC to adopt and amend its own Bylaws. Over the years the CPRC has made amendments to the Operating Procedures and Bylaws without formal approval of the City Council. The desire this evening is to bring both documents before the City Council for consideration in order to be complaint with Municipal Code Chapter 16.04.

On February 18, 2021 a CPRC subcommittee was established to review and provide recommendations on the Operating Procures and Bylaws. Commissioners Daniel Orth and Zachary Gomez were selected to serve on the subcommittee.

May 20, 2021 the subcommittee provided an update to the full Commission on the status of their work with the intent to provide all proposed edits during the next regular meeting.

October 7, 2021 the subcommittee provided their proposed edits to the full Commission on the Operating Procedures and Bylaws. The Commission approved the Bylaws as provided by a majority vote (4 members in favor, 2 abstentions) during their October 7, 2021 meeting.

Below is a summary of the substantive changes approved by the Commission. Please refer to the attached redline versions of the Operating Procedures and Bylaws for the complete proposed edits.

Proposed Operating Procedure Amendments:

The following amendments are proposed by CPRC regarding the duties of the Commission and the appointment process for Commission members. The Operating Procedures currently detail a process for nomination and appointment of Commission members; however, the proposed language is a deviation from the current nomination and appointment process typical of other City Boards and Commissions where the Mayor or City Council serve as the appointing authority.

Historically, members of the CPRC have been appointed by the Mayor, subject to confirmation by the City Council. The Municipal Code currently states "If a vacancy shall occur other than by expiration of a term, such vacancy shall be filled by appointment for the unexpired portion of said term in the same manner as original appointments are made." The CPRC is proposing the current process be altered to reflect the following language within the Operating Procedures.

ARTICLE III. Community and Police Relations Commission

Section 3.02:

The “human rights organization” position has been removed in order to have consistency across all CPRC documents (Municipal Code, Bylaws, and the Operating Procedures).

The Commission shall be comprised of eight (8) individuals appointed by the Mayor with the approval of the City Council. Of the eight members, seven (7) shall be voting members, and one (1) shall be a non-voting member. Of the seven voting members, five (5) shall be residents of the City of National City. The one non-voting member shall be a member of the National City Police Officers’ Association POA.

Vacancies:

(a) The Commission shall solicit applications through the City Clerk, the City Office of Community Services, the established Neighborhood Councils, the Council, and the general public.

(b) The City Manager shall appoint a committee to review applications and recommend an appropriate number of nominees to fill impending vacancies. The committee shall consist of two Commission members not applying for reappointment and one member of the community at-large identified by the City Clerk. This committee shall serve as the interview panel as needed.

(c) Selection criteria shall include a record of community involvement and the absence of any real or perceived bias or conflict of interest.

(d) The application review committee shall recommend nominees to the Council for appointment, together with such nominees as the Council may wish to submit and consider.

(e) When selecting Commissioners, consideration should be given to appointments that will cause the group to reflect the demographic make-up of the City as best practicable. The final nominees selected by Council for appointment will be required to pass a criminal background check performed by an agency other than the Department prior to their actual appointment.

(f) In the event the Council fails to appoint a nominee, the City Manager shall initiate the process again within 30-days after the Council action.

Section 3.04:

(a): Language added in include additional options by which one could fulfill the requirement for two annual training or orientation activities.

(b) and (d): Throughout the operating procedures and bylaws it was noted that the term of a commission appointment is three years, not two, so those changes were included.

(g), (h), (i), (j), (k), (l), (m), (n): The language here mirrors that of the bylaws which itself is taken from the municipal code. Therefore consistent across all three documents (Municipal Code, Bylaws, and the Operating Procedures).

Proposed Bylaws Amendments:

ARTICLE I – THE COMMISSION:

Section 3. Duties

The language here mirrors that of the operating procedures which itself is taken from the municipal code. Therefore the duties/responsibilities of the CPRC are consistent across all three documents (Municipal Code, Bylaws, and the Operating Procedures).

Section 4. Membership

B. Terms of Membership: Language added to formalize the National City Police Officer Association (NC-POA) Commissioners' term with no term limit, and re-appointment by the discretion of National City Police Officers Association. This amendment was approved by NC-POA.

ARTICLE II – OFFICERS

Section 2. Chairperson

Language added to align with City Council Police #107 Appointments to Board and Commissions that only National City residents may be elected to Chair, and Vice-Chair positions. Additional language was added that *the Commission shall not have a current, former or immediate family member of a National City Police Officer serve as Chairperson. Immediate family member is defined as a parent, spouse, domestic partner, offspring or sibling of a National City Police Officer.*

Section 3. Vice Chairperson

Language added to align with City Council Police #107 Appointments to Board and Commissions that only National City residents may be elected to Vice Chair, and Vice-Chair positions. Additional language was added that *the Commission shall not have a current, former or immediate family member of a National City Police Officer serve as Vice Chairperson. Immediate family member is defined as a parent, spouse, domestic partner, offspring or sibling of a National City Police Officer.*

Section 5. Election

Language added to formalize the annual election schedule for the last regular meeting of each calendar year for the Chair and Vice Chair positions.

ARTICLE III – MEETINGS

Section 11. Docketing of Items for Agenda

This section was added to formalize the docketing of agenda items.

During any regularly scheduled or special meeting, a Commissioner may propose an item for inclusion on the agenda of a future Commission meeting.

During public comment, members of the public may also request items to be included on future Commission agendas. Determination as to whether an item shall be included on a future agenda shall be made by a majority vote of the Commission. Final determination regarding placement of Commission-approved agenda items will be made by the Chairperson and Vice Chairperson working in consultation with City staff.

National City Community and Police Relations Commission Operating Procedures

Article I. Purpose and Legal Considerations

Section 1.01 In October 2003, the City ~~Council~~ ~~COUNCIL~~ established the Community and Police Relations Commission (hereafter referred to as "~~COMMISSION~~ Commission"). The ~~Commission~~ ~~OMMISSION~~ is to serve as an independent, unbiased and impartial office that is to be readily available to the public. The ~~Commission~~ ~~OMMISSION~~ shall be a medium for the improvement of police-community relations, and to facilitate mediation of disputes whenever possible. The ~~Commission~~ ~~OMMISSION~~ will provide a forum for ~~CITIZENS~~ Citizens to voice their concerns or comments about police conduct, practices and policies, and ameliorate adversity between ~~CITIZENS~~ Citizens and the National City Police ~~DEPARTMENT~~ hereafter referred to as "Department". To carry out these functions, the ~~COMMISSION~~ Commission will function through the Office of the ~~CITY~~ City ~~Manager~~ MANAGER, to whom the Chief of Police reports.

The Commission is authorized to receive, investigate and review citizen complaints regarding ~~National City Police~~ ~~Department~~ ~~DEPARTMENT~~ personnel for alleged misconduct, and to recommend appropriate changes of ~~Police~~ ~~d~~ Department policies and procedures toward the goals of safeguarding the rights of all persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services. ~~These~~ Operating Procedures ~~established herein~~ are not intended to replace or diminish the procedures already in place in the ~~police~~ ~~d~~ Department for ~~the~~ investigation of citizen complaints, but are intended as a method of supplementing those procedures in order to establish an element of transparency to the citizenry for the handling of those complaints.

The ~~COMMISSION~~ Commission shall not be required to conduct independent investigations when it is satisfied that its oversight responsibility can be satisfied by the monitoring and review of a Departmental investigation into a complaint. In this respect, the ~~COMMISSION~~ Commission shall be considered an integral part of the City's management structure as an adjunct to the internal ~~D~~ epartment processing of citizen complaints, with an independent overview status to ensure transparency and correctness of process for the public.

The COMMISSION therefore adopts these operating procedures in furtherance of those objectives. These operating procedures shall define the authority and protocols of the COMMISSION and are hereby recommended for adoption by the ~~COUNCIL~~ Council in furtherance of the ~~COUNCIL's~~ Council's objectives.

Section 1.02 In the conduct of its affairs, the ~~COMMISSION~~ Commission will observe all applicable requirements of state and local law, including the following which have been summarized as follows:

**National City Community and Police Relations Commission
Operating Procedures**

(a) The Police Officers Bill of Rights (Government Code sections 3300, et seq.) which generally provides police officers certain protections and rights of representation and participation in ~~INVESTIGATIONS~~Investigations pertaining to their conduct, and the right of access to and comment upon any findings of that ~~INVESTIGATION~~Investigation—whether positive or negative.

(b) Penal Code sections 832.5 and 832.7 which pertain to the procedures for ~~INVESTIGATION~~Investigation of ~~COMPLAINTS~~Complains involving police officers and safeguards against disclosure of the ~~FINDINGS~~Findings of those ~~INVESTIGATIONS~~Investigations and other information relating to police personnel files, except such specified disclosure as may be allowed only to the person who actually files the ~~COMPLAINT~~Complain.

(c) The Ralph M. Brown Act (Gov. Code, § 549501 et seq., hereinafter “the Brown Act,” or “the Act”) which shall govern open meetings for local government bodies.

(d) ~~National City Police~~ Department rules and procedures, which govern the rights and duties of ~~DEPARTMENT~~Department personnel.

Section 1.03 Neither the Commission, Commission staff, nor any retained consultant shall comment upon or recommend the level of discipline for any officer pursuant to any review conducted under the authority of these ~~o~~operating ~~p~~Procedures.

(a) Departmental discipline of any officer shall be independent of and not dependent upon any finding by the Commission or its review of any investigation. The Department will conduct discipline in a timely manner in accordance with law and its internal procedures.

(b) The Commission shall not interfere with the administration of the department, but shall make its recommendations for change or improvement to the Council, the ~~e~~City M~~anager~~ or the ~~e~~Chief of Police, as appropriate, consistent with the operating procedures outlined ~~in this chapter~~herein.

Section 1.04 These operating procedures shall not be construed as restricting any individual from contacting the Mayor, the City Council, any individual Councilmember, the ~~CITY MANAGER~~City Manager or the ~~CHIEF~~Chief of Police on any matter concerning the ~~National City Police~~ ~~DEPARTMENT~~Department, whether favorable or adverse.

Article II. Definitions

Section 2.01 In the ~~ese~~is Operating Procedures:

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~~"APPELLANT" means a person who has filed a COMPLAINT with the COMMISSION and subsequently requested review of the INVESTIGATION conducted by the National City Police DEPARTMENT.~~

"CHIEF" means the Chief of the Police DEPARTMENT.

"CITIZEN" means any person who is not an employee of the DEPARTMENT or organization.

"CITY" means the administrative offices, administrative staff, officers and officials, the physical location, all jurisdictional areas, and the elected representatives of the City of National City.

"CITY ATTORNEY" means the City Attorney of the City of National City or his/her/their designee.

"CITY MANAGER" means the City Manager of the City of National City or their designee.

"COMMISSION" and "CPRC" refer to the Community and Police Relations Commission, whose members are appointed by City COUNCIL.

"COMMISSIONER" means an appointed member of the Community and Police Relations Commission.

"COMPLAINT" means a COMPLAINT by a CITIZEN of alleged OFFICER misconduct, or a DEPARTMENT employee or OFFICER who feels aggrieved by an INVESTIGATION or REVIEW.

"COMPLAINANT" means any person who files a COMPLAINT against an employee of the National City Police DEPARTMENT, or a DEPARTMENT employee or OFFICER who feels aggrieved by an INVESTIGATION or REVIEW.

"CONDUCT" means any act or omission by an OFFICER, whether commendable or constituting misconduct.

"CONSULTANT" means the professional staffing retained by the City MANAGER to work with the COMMISSION.

"COUNCIL" means the City Council and Mayor of the City of National City.

"DEPARTMENT" means the Police DEPARTMENT of the City of National City.

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“FINDING” means a conclusion reached as a result of an INVESTIGATION, regarding whether a COMPLAINT is sustained, not sustained, unfounded, exonerated or frivolous.

“IAD” means the Internal Affairs Division of the DEPARTMENT, whose responsibilities and procedures are described in the DEPARTMENT’s Manual of Rules and Regulations, specifically Operating Procedure No. ~~1005060~~, as amended from time to time.

“INCIDENT” means the alleged occurrence of misconduct by an OFFICER of the DEPARTMENT.

“INVESTIGATE” or “INVESTIGATION” shall refer to a REVIEW of the formal Internal Affairs INVESTIGATION conducted by DEPARTMENT, as well as an informal INVESTIGATION conducted by a police supervisor into allegations of MISCONDUCT.

“MISCONDUCT” means an act or omission by an OFFICER during an encounter with a CITIZEN that allegedly violates DEPARTMENT regulations or orders, or other standards of conduct required of CITY employees.

“POLICY-RELATED ISSUE” means a topic pertaining to the DEPARTMENT’s hiring and training practices, the Manual of Policies and Procedures, equipment, and general supervision and management practices, but not pertaining specifically to the propriety or impropriety of a particular OFFICER’s conduct.

“OFFICER” means a sworn police OFFICER employed by the DEPARTMENT about whom a COMPLAINT has been submitted to the COMMISSION.

“OFFICER INVOLVED” means an incident involving a sworn police OFFICER employed by the DEPARTMENT about whom a COMPLAINT has been submitted to the COMMISSION.

“REQUEST FOR FURTHER REVIEW” or “REVIEW” means a request by an ~~APPELLANT~~ Complainant and the COMMISSION’s examination of an INVESTIGATION of, alleged OFFICER MISCONDUCT, respectively.

“SERVICE COMPLAINT” means a COMPLAINT that is not related to specific OFFICER misconduct but rather is related to services received from an OFFICER or the DEPARTMENT.

“SUPPORTED BY THE EVIDENCE” means the evidence supports a FINDING regarding a COMPLAINT, which a reasonable person could make in light of the evidence, regardless of whether or not the COMMISSION agrees with the FINDING.

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“SUBPOENA” means a writ to be issued commanding the person or party designated in it to appear before the COMMISSION as a witness, or to produce documents constituting evidence contained in the INVESTIGATION.

Article III. Community and Police Relations Commission

Section 3.01 The ~~COMMISSION~~ Commission is established by the ~~COUNCIL~~ Council with staff support from the ~~CITY MANAGER’S~~ City Manager’s Office.

Section 3.02 The Commission shall be comprised of ~~eight (8)~~ nine (9) individuals appointed by the Mayor with the approval of the City Council. Of the ~~eight~~ nine members, seven (7) shall be voting members, and ~~one (1)~~ two (2) shall be a non-voting members. Of the seven voting members, five (5) shall be residents of the City of National City. ~~One of the two~~ The one nonvoting member ~~s~~ shall be a member of the National City Police Officers’ Association (POA), ~~and one of the non-voting members shall be a member of a human rights organization.~~ The City Council is authorized to appoint up to two alternate representatives to the primary POA representative, one of whom would attend Commission meetings when the primary representative is unable to attend, and who shall have the same rights and responsibilities as the primary representative.

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Vacancies in ~~COMMISSIONER~~ Commissioner positions shall be nominated and appointed as follows:

(a) The ~~Commission~~ COMMISSION shall solicit applications through the City Clerk, the ~~CITY~~ City Office of Community Services, the established Neighborhood Councils, the ~~COUNCIL~~ Council, and the general public.

(b) The ~~CITY~~ City ~~MANAGER~~ Manager shall appoint a committee to review applications and recommend an appropriate number of nominees to fill impending vacancies. The committee shall consist of two ~~COMMISSION~~ Commission members; ~~either a past COMMISSIONER or one~~ not applying for reappointment; ~~and one~~ two members of the community at-large identified by the City Clerk, and the CONSULTANT when designated. ~~Three of the committee members, including one COMMISSION member and any CONSULTANT;~~ This committee shall serve as the interview panel as needed.

(c) Selection criteria shall include a record of community involvement and the absence of any real or perceived bias or conflict of interest.

(d) The ~~CITY MANAGER~~ application review committee shall recommend nominees to the ~~COUNCIL~~ Council for appointment, together with such nominees as the ~~COUNCIL~~ Council may wish to submit and consider.

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(e) When selecting ~~COMMISSIONERS~~Commissioners, consideration should be given to appointments that will cause the group to reflect the demographic make-up of the ~~CITY~~City as best practicable. The final nominees selected by ~~COUNCIL~~Council for appointment will be required to pass a criminal background check performed by an agency other than the ~~DEPARTMENT~~Department prior to their actual appointment.

(f) In the event the ~~COUNCIL~~Council fails to appoint a nominee, the ~~CITY MANAGER~~City Manager shall initiate the process again within 30-days after the ~~COUNCIL~~Council action.

Section 3.03 The ~~Commission~~COMMISSION shall adhere to adopted Bylaws which shall be ~~approved by Council and~~ filed with the City Clerk of National City.

Section 3.04 The ~~Commissioners~~COMMISSIONERS shall be responsible for:

(a) Participating in orientation and training activities at least two times per year, that may include: reviewing of DEPARTMENT and IAD ~~policies and~~ procedures; attending the DEPARTMENT ~~or County of San Diego~~ Citizens' Academy; completing "ride-alongs" with OFFICERS; attending recruiting and academy workshops; ~~the annual National Association for Civilian Oversight of Law Enforcement (NACOLE) Conference~~; attending training ~~opportunities available to NCPD officers including but not limited to~~ investigative practices, ~~the Psychiatric Emergency Response Team (P.E.R.T.), de-escalation, racial bias, implicit bias, Department practices; and other relevant training opportunities.~~

(b) Service for a term of ~~two~~ three years, subject to reappointment by ~~COUNCIL~~Council. Upon expiration of term, a ~~Commissioner~~COMMISSIONER shall serve until re-appointed or replaced.

(c) Attending ~~Commission~~COMMISSION meetings, except when excused for good cause.

(d) Serving staggered terms to better ensure continuity. A lottery shall be held during the next regularly scheduled meeting following the adoption of these procedures to establish the term of each ~~Commissioner~~COMMISSIONER currently appointed. No more than four voting ~~COMMISSIONERS~~ shall be appointed to ~~three years~~ two-year terms as a result of the lottery, all others shall be appointed to a term of one-year. All ~~Commissioners~~COMMISSIONERS will remain eligible for reappointment upon expiration of their term.

(e) Annually, electing a chair and vice-chair from among the ~~Commissioners~~COMMISSIONERS.

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(f) Adopting operating policies and procedures as necessary and appropriate to carry out their duties in a fair and unbiased manner.

(g) Receive and monitor or investigate citizen complaints regarding police conduct, but without interfering with the administration of the police department.

(h) Request and receive supplemental information from the police department regarding citizen complaints and such other matters as the commission may request.

(i) Allow parties the opportunity to mediate their disputes.

(j) Make recommendations to the city council regarding additional duties that the commission may perform.

(k) Make an annual report of its activities, findings and recommendations to the city council.

(l) Advise on police department operations, and make recommendations on police policy issues.

(m) Conduct investigations and hold public hearings. The commission has the power to examine witnesses under oath and compel their attendance or production of evidence by subpoena issued in the name of the city and attested by the city clerk. It shall be the duty of the chief of police to cause all such subpoenas to be served, and refusal of a person to attend or testify in answer to such a subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council. Each member of the commission shall have the power to administer oaths to witnesses.

(n) Keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record unless the city attorney determines otherwise.
(Ord. No. 2013-2381, § 1, 2-5-2013)

Article IV. Role of the City Council

Section 4.01 The ~~COUNCIL~~Council shall review applications of nominees to the ~~Commission~~COMMISSION, approve appointments and receive periodic reports on ~~Commission~~COMMISSION activities.

Article V. Consultant Selection

Section 5.01 In consultation with the ~~CITY MANAGER~~City Manager, the ~~Commission~~COMMISSION may retain a ~~CONSULTANT~~Consultant to guide the independence of the ~~Commission~~COMMISSION. The ~~CONSULTANT~~Consultant should be a person of recognized judgment, objectivity and integrity who is capable of analyzing problems of public

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administration and public policy, and who shall have a working knowledge commensurate with the duties of the ~~Commission~~COMMISSION.

Article VI. Staffing and Delegation

Section 6.01 The ~~CITY MANAGER~~City Manager may appoint staff to assist the ~~Commission~~COMMISSION if requested and may appoint other personnel necessary to carry out the provisions of these ~~operating Pp~~operating Pp procedures in keeping within the adopted budget for the ~~Commission~~COMMISSION.

Section 6.02 The ~~CITY ATTORNEY~~City Attorney shall advise and represent the ~~Commission~~COMMISSION.

Section 6.03 Nothing within Article VI shall influence the autonomy of the ~~Commission~~COMMISSION and its independence to carry out its mission.

Article VII. Office Facilities and Administration

Section 7.01 The CITY shall provide suitable office facilities for the ~~Commission~~COMMISSION and/or staff in a location convenient for the public but separate from the ~~DEPARTMENT~~Department.

Section 7.02 The ~~Commission~~COMMISSION staff shall function within the organization and administration of the ~~CITY MANAGER~~City Manager to whom the Chief of Police Reports.

Section 7.03 The ~~CONSULTANT~~Consultant shall comply with ~~CITY~~City purchasing procedures and shall select, with the approval of the ~~Commission~~COMMISSION and the ~~CITY MANAGER~~City Manager, any sub-consultants to assist with the work undertaken on behalf of the ~~Commission~~COMMISSION.

Article VIII. The Authority of the ~~Commission~~COMMISSION

Section 8.01 The ~~Commission~~COMMISSION shall have the authority to do the following:

- (a) Receive ~~COMPLAINTS~~Complaints and select the appropriate manner to address the ~~COMPLAINT~~Complain.
- (b) Report on ~~COMPLAINT~~Complaint resolution activities. To track and issue statistical and other appropriate reports on the disposition of ~~COMPLAINTS~~Complaints to the public, the ~~CITY MANAGER~~City Manager and the ~~COUNCIL~~Council, and to monitor and report measures of activity and performance of the ~~DEPARTMENT~~Department, subject to confidentiality requirements of law.

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- (c) Monitor ~~INVESTIGATIONS~~Investigations. To identify ~~COMPLAINTS~~Complaints which merit the additional involvement of the ~~COMMISSION~~Commission, and to ~~REVIEW~~Review evidence and ~~INVESTIGATION~~Investigation efforts.
- (d) Communicate with ~~COMPLAINANTS~~Complaints. To serve as a source of contact with ~~COMPLAINANTS~~Complaints regarding the intake processing, status and results of the ~~COMPLAINT~~Complaint, and to assist the ~~DEPARTMENT~~Department in communicating with the ~~COMPLAINANT~~Complainant.
- (e) Arrange hearings of appeals. To provide for an appeal for ~~COMPLAINANTS~~Complainants and schedule ~~Commission~~COMMISSION hearings.
- (f) Recommend policy changes. To evaluate ~~COMPLAINTS~~Complaints and other information and ~~INVESTIGATION~~Investigation practices and to make recommendations to the ~~CHIEF~~Chief to prevent future problems.
- (g) Outreach. To widely distribute ~~COMPLAINT~~Complaint forms in languages and formats accessible to ~~CITIZENS~~Citizens, to inform and educate them on the importance of reporting ~~COMPLAINTS~~Complaints, to hold public meetings to hear general concerns about police services, and to serve as a forum for ~~CITIZEN~~Citizen issues subject to confidentially requirements of law.
- (h) Records and ~~INVESTIGATION~~Investigation access. Notwithstanding any other provision of law, to have access to and to examine any ~~DEPARTMENT~~Department records, including records which are not confidential by law, including personnel records that are relevant to an ~~INVESTIGATION~~Investigation under its purview, subject to any applicable state or federal laws and subject to the ~~CHIEF'S~~Chief's authorization. The ~~Commission~~COMMISSION shall not have access to legally privileged documents held by the ~~CITY ATTORNEY~~City Attorney or Attorney-Client communications held by the ~~CITY ATTORNEY'S~~City Attorney's clients. Neither the ~~Commission~~COMMISSION nor any individual ~~Commissioner~~COMMISSIONER or the ~~CONSULTANT~~Consultant shall disclose to any person or source confidential information or personnel records, and they shall be subject to the same penalties and restrictions as the legal custodian of the records for any unlawful or unauthorized public disclosure.
- (i) Adopt, promulgate, amend and rescind rules and procedures required for the discharge of the ~~Commission's~~COMMISSION's duties, including policies and procedures for receiving and processing ~~COMPLAINTS~~Complaints, conducting reviews of ~~INVESTIGATIONS~~Investigations, and the issuance of reports regarding its ~~FINDINGS~~Findings, conclusions and recommendations.

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(j) Issue reports on an annual basis identifying any policy-related issues or quality of ~~INVESTIGATION~~Investigation issues that warrant improvement. The Commission ~~COMMISSION~~ shall address any policy-related or quality of ~~INVESTIGATION~~Investigation issues that would warrant further review.

(k) Oversight. The Commission ~~COMMISSION~~ shall report the material obstruction of or interference with an ~~INVESTIGATION~~Investigation under its' cognizance, or observed malfeasance or misfeasance in office (other than that which is the subject of inquiry of a ~~COMPLAINT~~Complaint) to the ~~CHIEF~~Chief, or to the ~~CITY MANAGER~~City Manager, when appropriate.

Article IX. Powers and Duties of the Commission ~~COMMISSION~~

Section 9.01 In carrying out its functions in a fair and unbiased manner, the Commission's ~~COMMISSION's~~ duties and powers shall include the following:

(a) Conduct meetings. To schedule and conduct at least ~~four~~ six (6) meetings per year for the purpose of exercising the authority and responsibility delegated to it in these operating ~~Pp~~procedures. Meetings and hearings conducted pursuant to these operating procedures~~Procedures~~ shall be subject to the BROWN ACT~~Brown Act~~. The number of Commissioners ~~COMMISSIONERs~~ required for a quorum shall be a majority of the voting members as defined in Section 3.02 of these operating procedures~~Procedures~~. The Chair of the Commission ~~COMMISSION~~, or the Vice-Chair in the absence of the Chair, in consultation with the CITY ATTORNEY~~City Attorney and City Manager's Office~~, shall be authorized to call special meetings when the Commission ~~COMMISSION~~ is not in session.

(b) Gather community concerns. To participate in various community meetings to hear concerns about police services as well as to gather both commendatory and negative comment, not to include concerns about individual ~~OFFICERs~~Officers.

(c) Recommend policy changes. To assist the ~~CHIEF~~Chief in identifying specific patterns or problems and to participate in the development of policy recommendations.

(d) Advise on operations. To review methods for handling ~~COMPLAINTs~~Complaints and advise on criteria for dismissal, mediation, and ~~INVESTIGATION~~Investigation.

(e) Receive ~~COMPLAINTs~~Complaints. The Commission ~~COMMISSION~~ may receive ~~COMPLAINTs~~Complaints from any source concerning alleged ~~OFFICER~~ MISCONDUCT~~Officer Misconduct~~. In the interest of the greater public good:

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- i) The Commission ~~COMMISSION~~ shall make reasonable accommodation when COMPLAINANTS ~~Complainants~~ cannot file their COMPLAINT ~~Complaint~~ at the Commission ~~COMMISSION~~ office or with the DEPARTMENT ~~Department~~.
 - ii) Accept COMPLAINTS ~~Complaints~~ for INVESTIGATION ~~Investigation~~ and REVIEW ~~Review~~ that are based upon first-hand knowledge, or make reasonable inquiry during initial intake processing regarding whether such knowledge or the identity of one or more percipient witnesses is ascertainable.
 - iii) The Commission ~~COMMISSION~~ shall not accept COMPLAINTS ~~Complaints~~ or INVESTIGATE ~~Investigate~~ matters in civil or criminal litigation, or those matters for which a notice of tort claim, or a grievance, discrimination COMPLAINT ~~Complaint~~ or other appeal under collective bargaining agreement or CITY ~~City~~ personnel rules has been filed with appropriate authorities. The Commission ~~COMMISSION~~ shall not accept COMPLAINTS ~~Complaints~~ that are conjectural or vague. Any previously commenced INVESTIGATION ~~Investigation~~ shall be discontinued when one of these events or factors is determined to exist.
 - iv) The Commission ~~COMMISSION~~ shall protect the confidentiality of COMPLAINANTS ~~Complaints~~, OFFICER'S ~~Officer's~~ or witnesses, except insofar as disclosures may be necessary to enable the Commission ~~COMMISSION~~ to carry out its duties or comply with applicable collective bargaining agreements, or where the disclosure of records is directed by the CITY ATTORNEY ~~City Attorney~~ or District Attorney. Maintenance of confidentiality and any exceptions to confidentiality shall be consistent with the requirements of law.
 - v) The records of the Commission ~~COMMISSION~~ shall be considered records of the CITY ~~City~~, and shall be filed in the office of the City Clerk ~~CITY MANAGER~~, or the CHIEF ~~Chief~~ when the documents constitute a personnel record or matter. The records of the Commission ~~COMMISSION~~ are subject to the requirements of law regarding retention, disclosure, and those circumstances when disclosure is not permitted.
- (f) Hear or REVIEW ~~Review~~ appeals. To hold hearings or REVIEW INVESTIGATIONS ~~Review Investigations~~ pertaining to COMPLAINANT ~~Complaint~~ appeals; to report FINDINGS ~~Findings~~ conclusions and recommendations consistent with public disclosure requirements of law.
- (g) Outreach to the public. To disseminate information about the Commission's ~~COMMISSION's~~ activities to organizations in the community and to present statistical reports to COUNCIL ~~Council~~ that in such a way that does not involve disclosure of confidential personnel information.
- (h) Delegation. The Commission ~~COMMISSION~~ may REVIEW ~~Review~~ by means of delegation to not more than two Commissioners who shall report back to the full Commission ~~COMMISSION~~ their findings and conclusions with regard to an INVESTIGATION ~~Investigation~~

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Investigation under Commission ~~COMMISSION~~ cognizance. Reference elsewhere in these operating procedures ~~Procedures~~ to the Commission ~~COMMISSION~~ respecting REVIEW and INVESTIGATION ~~Investigation~~ shall include activity by such delegates, which activity shall not be construed as constituting a meeting that is subject to the Ralph M. Brown Act regarding notices, agenda and public meeting criteria, unless such delegation constitutes a “Standing Committee” under “the Act”. The proceedings, to review COMPLAINTS ~~Complaints~~ and to reach the ultimate position of the Commission’s ~~COMMISSION’s~~ REVIEW ~~Review~~ of an INVESTIGATION ~~Investigation~~, shall be in CLOSED SESSION ~~Closed-session~~ pursuant to Government Code Section 54957.

Article X. Handling COMPLAINTS ~~Complaints~~

Section 10.01 To ensure appropriateness and consistency in handling the Complaints ~~COMPLAINTS~~ received, the COMMISSION shall rely on the DEPARTMENT to determine whether a Complaint ~~COMPLAINT~~ is to be treated as a SERVICE ~~Service~~ Complaints ~~COMPLAINT~~, commendatory comment, or as a Complaint ~~COMPLAINT~~ requiring further review. The COMMISSION ~~Commission~~ may recommend to the DEPARTMENT ~~Department~~ that an INVESTIGATION ~~Investigation~~ be handled by the Internal Affairs ~~Department~~ instead of a supervisor’s or commander’s INVESTIGATION ~~Investigation~~.

General Protocols

(a) The Commission ~~COMMISSION~~ shall INVESTIGATE ~~Investigate~~ and REVIEW ~~review~~ citizen-initiated and DEPARTMENT ~~Department~~-initiated Complaints ~~COMPLAINTS~~. It is understood that DEPARTMENT ~~Department~~-initiated Complaints ~~COMPLAINTS~~ may require confidentiality in order for the Internal Affairs ~~Department~~ internal affairs or other authorities to complete their INVESTIGATION ~~Investigation~~, and therefore, the COMMISSION ~~may not be notified of an INVESTIGATION until it is concluded~~.

(b) The COMMISSION ~~Commission~~ may gather information from a Complainant ~~COMPLAINANT~~ and forward it to the DEPARTMENT ~~Department~~. The Commission ~~COMMISSION~~ shall monitor timeliness and disposition of the INVESTIGATION ~~Investigation~~. Once the Commission ~~COMMISSION~~ receives a Complaint ~~COMPLAINT~~, it shall forward it to the DEPARTMENT ~~Department~~ for INVESTIGATION ~~Investigation~~ in accordance with Police Department Operating Procedures.

(c) At the conclusion of an Investigation ~~INVESTIGATION~~, the Commission ~~COMMISSION~~ shall have an opportunity to review and comment separately to the CHIEF ~~Chief~~ on the Investigation ~~INVESTIGATION~~ and any remedial actions taken by the DEPARTMENT ~~Department~~ resulting from the Investigation ~~INVESTIGATION~~, other than regarding disciplinary actions.

(d) The Commission ~~COMMISSION~~ may dismiss a COMPLAINT ~~Complaint~~ or make a REQUEST FOR FURTHER REVIEW ~~Request for further review~~ for the following reasons:

- i) The COMPLAINANT ~~Complainant~~ could reasonably be expected to use, or is using,

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another remedy, channel or tort claim for the grievance stated in the ~~COMPLAINT~~ Complaint;

ii) The ~~Complainant~~ COMPLAINANT delayed too long in filing the ~~Complaint~~ COMPLAINT to

justify present examination – a limit of one-year from the original date of the ~~INCIDENT~~ Incident is established for these purposes;

iii) Even if all aspects of the ~~COMPLAINT~~ Complaint were true, no act of ~~MISCONDUCT~~ Misconduct would have occurred;

iv) The ~~Complaint~~ COMPLAINT is trivial, frivolous or not made in good faith;

v) Other ~~Complaint~~ COMPLAINTs must take precedence due to limited public resources;

vi) The ~~Complainant~~ COMPLAINANT withdraws the ~~Complaint~~ COMPLAINT or fails to complete or

cooperate with necessary ~~Complaint~~ COMPLAINT steps or procedures.

(e) Nothing contained herein shall preclude or supersede the processing and ~~INVESTIGATION~~ Investigation of ~~Complaints~~ COMPLAINTs that are initiated by the ~~DEPARTMENT~~ Department.

The ~~COMMISSION's~~ Commission's procedures shall supplement or complement those activities, and shall furnish community members and ~~Complainants~~ COMPLAINANTs an alternative forum for redress and ~~Complaint~~ COMPLAINT resolution. Moreover, nothing shall preclude or restrict the authority of the ~~CITY MANAGER~~ City Manager to supervise the ~~CHIEF~~ Chief of the ~~DEPARTMENT~~ Department, consistent with the duties and responsibilities conferred upon that office by law.

Section 10.02 Protocols for Reviewing ~~COMPLAINTs~~ Complaints

(a) In accordance with Police Department Operating Procedures, resolution by the ~~DEPARTMENT~~ Department shall include “declining” the ~~Complaint~~ COMPLAINT, conducting an “investigation”, conducting an “inquiry,” or handling the ~~Complaint~~ COMPLAINT as a “service complaint.”

i) The ~~DEPARTMENT~~ Department will send an introductory letter to each ~~Complainant~~ COMPLAINANT identifying the assigned case investigator, the anticipated time in which the ~~INVESTIGATION~~ Investigation should be completed, and information regarding the right of the ~~Complainant~~ COMPLAINANT to seek a ~~REQUEST FOR FURTHER REVIEW~~ Request for further review of the ~~COMMISSION~~ Commission once the ~~INVESTIGATION~~ Investigation is

completed should the ~~Complainant~~ COMPLAINANT believe evidence or allegations were omitted.

ii) In the case of an “inquiry”, the ~~DEPARTMENT~~ Department will send an introductory letter to the ~~Complainant~~ COMPLAINANT explaining that they will receive contact from

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the ~~DEPARTMENT~~Department once the ~~INVESTIGATION~~Investigation regarding the concern has been completed.

iii) In all cases, ~~Department~~DEPARTMENT will send a copy of such letter to the ~~Commission~~COMMISSION for their tracking purposes.

iv) The ~~Department~~DEPARTMENT will keep the ~~COMMISSION~~Commission apprised of the status of

each ~~INVESTIGATION~~Investigation, and no less than quarterly, send status letters to

each ~~COMPLAINANT~~Complainant. The ~~OFFICER~~Officer(s) ~~INVOLVED~~involved shall be informed

pursuant to ~~Department~~DEPARTMENT policy and procedures.

v) "Inquiry" ~~INVESTIGATIONS~~Investigations will result in a letter, including any appeal

information, sent to the ~~COMPLAINANT~~Complainant from the ~~Department~~DEPARTMENT

outlining the results of the ~~INVESTIGATION~~Investigation. The ~~Department~~DEPARTMENT will

forward a copy of the summary ~~INVESTIGATION~~Investigation, and the letter to the ~~COMMISSION~~Commission for tracking purposes. The ~~OFFICER~~Officer(s)

~~INVOLVED~~involved shall

be informed pursuant to ~~Department~~DEPARTMENT policy and procedures.

(b) ~~Commission~~COMMISSION members shall avoid public comment on pending ~~COMPLAINTS~~COMPLAINTS.

i) No member of the ~~Commission~~COMMISSION shall discuss or listen to discussion of the

facts or analysis of any matter which is the subject of a ~~COMPLAINT~~Complaint prior to its ~~Review~~REVIEW or ~~CLOSED SESSION MEETING~~Closed-session meeting.

ii) No member of the ~~Commission~~COMMISSION shall pledge or promise to vote in any particular manner in any pending ~~Complaint~~COMPLAINT.

iii) Failure to comply with this regulation shall be grounds for removing a

Commissioner from the ~~Review~~REVIEW of the ~~Complaint~~COMPLAINT by action of the

remaining members of the ~~Commission~~COMMISSION.

(c) After the ~~DEPARTMENT~~Department renders its ~~FINDINGS~~Findings on the ~~Complaint~~COMPLAINT, the

matter is referred to the ~~Commission~~COMMISSION to ~~Review~~REVIEW the case. The file of the

~~INVESTIGATION~~Investigation related to the ~~Complaint~~COMPLAINT shall be made available to the

~~Commission~~COMMISSION consistent with Article VIII, Section 8.01(h). This includes an

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original of the ~~Complaint~~COMPLAINT, video or audio tape recordings of interviews of witnesses and parties to the ~~INCIDENT~~Incident, and physical evidence that was considered. The ~~Commission~~COMMISSION members are required to conduct their ~~REVIEW~~Review in the ~~DEPARTMENT~~Department to preserve the required confidentiality. ~~REVIEW~~Review proceedings shall be in ~~CLOSED-SESSION~~Closed-session pursuant to Government Code Section 54957 to hear ~~Complaints~~COMPLAINTs or charges brought against National City Police Department employees by a citizen (unless the employee requests a public session). Notes made by the ~~COMMISSION~~Commission shall be left with the file in the ~~DEPARTMENT~~Department.

- i) The ~~Department~~DEPARTMENT will provide notice to the ~~Commission~~COMMISSION whether the disposition was “sustained,” “not sustained,” “exonerated,” “unfounded,” “other findings”, or the “complainant non-cooperative”.
- ii) The ~~Commission’s~~COMMISSION’s ~~REVIEW~~Review of documents shall rely upon the evidence submitted in the ~~INVESTIGATIVE~~Investigative report
- iii) The ~~Commission~~COMMISSION may request within its scope of the ~~REVIEW~~Review the ~~Department~~DEPARTMENT to appear and answer questions regarding the ~~INVESTIGATION~~Investigation, and may also request the responsible ~~Department~~DEPARTMENT Commander or Supervisor to answer questions regarding the basis and the rationale for a particular ~~FINDING~~Finding or decision.
- iv) Requests to the ~~Department~~DEPARTMENT to appear and answer questions at the ~~REVIEW~~Review shall be made to the ~~CHIEF~~Chief.
- v) The ~~COMMISSION~~Commission may request an ~~OFFICER~~Officer to appear at a ~~Commission~~COMMISSION ~~REVIEW~~Review, but no ~~OFFICER~~Officer who is subject to an ~~INVESTIGATION~~Investigation shall be compelled to testify as a witness against themselves. ~~OFFICERS~~Officers appearing before the ~~Commission~~COMMISSION may appear with counsel.
- vi) The ~~Commission~~COMMISSION may ~~SUBPOENA~~Subpoena the appearance of witnesses who are outside ~~CITY~~City employ to clarify evidence, and to the extent necessary to insure fairness to all parties. ~~SUBPOENAs~~Subpoenas shall be issued in accordance with National City Municipal Code Chapter 2.74 to evaluate evidence pertinent to the ~~REVIEW~~Review of the ~~INVESTIGATION~~Investigation.

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vii) The ~~COMPLAINANT~~ Complainant is not entitled to be present, except when called as a

witness by the ~~COMMISSION~~ Commission. The ~~Commission~~ COMMISSION shall ~~REVIEW~~ Review the

~~INVESTIGATION~~ Investigation file:

- a. If the ~~Commission~~ COMMISSION concludes the ~~FINDING~~ Finding is supported by the evidence, it shall inform the ~~CHIEF~~ Chief; or
- b. If the ~~Commission~~ COMMISSION determines the ~~FINDING~~ Finding is inconclusive, it shall inform the ~~CHIEF~~ Chief that further ~~INVESTIGATION~~ Investigation is required; or
- c. If the ~~Commission~~ COMMISSION concludes the ~~FINDING~~ Finding is not supported by the evidence, it shall inform the ~~CHIEF~~ Chief.

viii) The ~~Commission~~ COMMISSION will make no comments or recommendations regarding

~~OFFICER~~ Officer discipline.

ix) If the ~~DEPARTMENT~~ Department declines to accept the ~~Commission's~~ COMMISSION's recommendation resulting from the ~~REVIEW~~ Review, a ~~CLOSED SESSION MEETING~~ Closed-session meeting of the ~~Commission~~ COMMISSION pursuant to Government Code Section 54957 to hear complaints or charges brought against National City Police Department employees by a citizen (unless the employee requests a public session) shall be scheduled, at which the ~~DEPARTMENT~~ Department may appear to represent their position. The purpose of the meeting is for the ~~Commission~~ COMMISSION to reach a final decision on its position regarding the ~~COMPLAINT~~ Complaint and to afford the ~~Department~~ DEPARTMENT an opportunity to explain

why the ~~INVESTIGATION FINDING~~ Investigation Finding is appropriate.

- a. If, after the ~~CLOSED SESSION MEETING~~ Closed-session meeting of the ~~Commission~~ COMMISSION with the ~~Department~~ DEPARTMENT the ~~Commission~~ COMMISSION is persuaded to agree with the ~~Department's~~ DEPARTMENT's FINDINGS Findings, the ~~Commission~~ COMMISSION will send notification of same to the ~~Department~~ DEPARTMENT. The ~~OFFICER~~ Officer(s) ~~INVOLVED~~ Involved shall be informed pursuant to ~~Department~~ DEPARTMENT policy and procedures.

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b. In those cases where the Commission COMMISSION by a majority vote disagrees with DEPARTMENT's Department's Findings FINDINGS on a COMPLAINT Complaint, and cannot resolve its differences with the DEPARTMENT Department, the Commission COMMISSION will send notification of same to the DEPARTMENT Department. The OFFICER Officer(s) INVOLVED Involved shall be informed pursuant to DEPARTMENT Department policy and Procedures.

i. Additionally, the Commission COMMISSION shall advise the CITY MANAGER City Manager of the Commission's COMMISSION's position. The Commission COMMISSION shall also advise the City Manager CITY MANAGER of any substantive comments that the Commission COMMISSION has made on individual cases, and may suggest policy changes based on trends that have come to the Commission's COMMISSION's attention.

ii. The Commission COMMISSION will make no comments or recommendations regarding OFFICER Officer discipline.

iii. The City Manager may take whatever action is considered appropriate, consistent with the duties and authority conferred upon that office by law.

iv. If any changes in the Department's DEPARTMENT's FINDINGS Findings occur, the Department DEPARTMENT will notify the Commission COMMISSION.

c. These Operating Procedures acknowledge the OFFICER's Officer's right to appeal the position of the Commission COMMISSION consistent with Caloca v. County of San Diego (1999), 72 Cal.App.4th 1209 and Caloca v. County of San Diego (2002), 102 Cal.App.4th 433, which held that under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et seq.), police officers must be afforded an administrative appeal of sustained findings of misconduct even though no disciplinary matters are considered. Such administrative appeal proceeding will be conducted by a neutral, unbiased adjudicator(s) who will examine the finding de novo. All further terms of the re-examine will be consistent with the guidelines set forth in the Caloca v. County of San Diego (2002), 102 Cal.App.4th 433.

x) The Commission COMMISSION will not provide any confidential information made known to it or its members by its INVESTIGATION Investigation to anyone other than the City Manager CITY MANAGER, CITY ATTORNEY City Attorney or the Department DEPARTMENT. Under

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no circumstances will the City Manager ~~CITY-MANAGER~~ or CITY ATTORNEY ~~City Attorney~~ provide

any confidential information made known to the City Manager ~~CITY-MANAGER~~ by Commission ~~COMMISSION~~ to anyone other than the Department ~~DEPARTMENT~~.

xi) The decision of the CHIEF ~~Chief~~ regarding the Department's ~~DEPARTMENT's~~ final disposition of the matter shall be communicated to the Complainant ~~COMPLAINANT~~ in the format prescribed by Penal Code sections 832.5 and 832.7.

a. The Commission ~~COMMISSION~~ shall notify the Complainant ~~COMPLAINANT~~ of its' position in regard to the INVESTIGATION ~~Investigation~~. Should public comment by the Commission ~~COMMISSION~~ be appropriate, the Commission ~~COMMISSION~~ shall comply with the requirements imposed by law regarding non-disclosure of personnel information regarding OFFICER ~~Officer~~(s) INVOLVED ~~Involved~~ and the Police Officers Bill of Rights.

b. The CHIEF OF POLICE ~~Chief~~ shall notify the COMPLAINANT's ~~Complainants~~ of the protocols for REQUEST FOR FURTHER REVIEW ~~Request for further review~~ by the Commission ~~COMMISSION~~.

c. The OFFICER ~~Officer~~(s) INVOLVED ~~Involved~~ shall be informed pursuant to Department ~~DEPARTMENT~~ policy and procedures.

xii) If the Department ~~DEPARTMENT~~ finds that any portion of the Complaint ~~COMPLAINT~~ is

“sustained,” then procedures outlined in the National City Police Department Operating Procedures will be followed.

Section 10.03 Mediation Procedures (Alternative Complaint Resolution Process)

A Complainant ~~COMPLAINANT~~ may request mediation of the Complaint ~~COMPLAINT~~. The Department ~~DEPARTMENT~~

will undertake mediation upon the mutual consent of the OFFICER INVOLVED ~~Officer Involved~~. The

Department ~~DEPARTMENT~~ shall utilize the services of a recognized mediation service or professional to serve as mediator. The parties to the mediation shall consist only of the mediator, the Complainant ~~COMPLAINANT~~ and the OFFICER ~~Officer~~(s)

INVOLVED ~~Involved~~. The mediation shall

be informal, and oriented towards resolving the problem or mitigating any misunderstandings. The parties will agree in writing as a condition of mediation that neither the fact of mediation, nor any statements or admissions made during the

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mediation sessions shall be admissible in any later administrative or judicial proceedings involving the Complaint~~COMPLAINT~~, including any later initiated INVESTIGATION~~Investigation~~ or Department~~DEPARTMENT~~ proceedings. Upon satisfactory conclusion of the mediation, the COMPLAINT-Complaint shall be dismissed and withdrawn, and shall not be filed in any personnel

record pertaining to the OFFICER INVOLVED~~Officer Involved~~. The Department~~DEPARTMENT~~ shall inform the Commission~~COMMISSION~~ of the outcome of the mediation (alternative complaint resolution process). The DEPARTMENT-Department or the Commission~~COMMISSION~~ regarding the Complaint~~COMPLAINT~~ shall

thereafter entertain no further proceedings regarding the Complaint~~COMPLAINT~~.

Section 10.04 Protocols for Reviewing SERVICE-Service Complaints~~COMPLAINTS~~

A SERVICE-Service Complaint~~COMPLAINT~~ is a Complaint~~COMPLAINT~~ received from a CITIZEN-Citizen regarding quality of service or minor acts or omissions that would not normally rise to the level of Misconduct.

(a) The Department~~DEPARTMENT~~ shall resolve all SERVICE-Service Complaints~~COMPLAINTS~~ and report them to the Commission~~COMMISSION~~ on a SERVICE-Service Complaint~~COMPLAINT~~ Log form. The

documentation will include the action taken to resolve the Complaint~~COMPLAINT~~.

(b) No appeal of a SERVICE-Service Complaint~~COMPLAINT~~ shall be permitted before the COMMISSION~~Commission~~. The Commission~~COMMISSION~~, however, may audit Complaints~~COMPLAINTS~~

categorized as SERVICE-Service Complaints~~COMPLAINTS~~ on a quarterly, semi-annual or annual basis, and provide appropriate comment to the City Manager~~CITY MANAGER~~ and CHIEF~~Chief~~ on

the handling of SERVICE-Service Complaints~~COMPLAINTS~~ on a continuing basis.

(c) No public comment by the COMMISSION~~Commission~~ regarding SERVICE~~COMPLAINTS~~Service Complaints

shall be permitted without the approval of a majority of the COMMISSIONERs~~Commissioners~~. Public comment shall not include any discussion of personnel or confidential information.

(d) The DEPARTMENT~~Department~~ shall respond by letter to Complainants~~COMPLAINANTS~~ the FINDINGs~~Findings~~ of their INVESTIGATION~~Investigation~~ of the SERVICE-Service Complaint~~COMPLAINT~~.

Article XI. Protocols for Filing of REQUEST FOR FURTHER REVIEW

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Any Complainant ~~COMPLAINANT~~ who is dissatisfied with the Department's ~~DEPARTMENT's FINDINGS Findings~~ reported following an INVESTIGATION ~~Investigation~~ of alleged OFFICER ~~Officer~~ may file a Request for further review ~~REQUEST FOR FURTHER REVIEW~~ by the COMMISSION ~~Commission~~ which shall be based on either evidence or allegations the COMPLAINANT ~~Complainant~~ believes was omitted in the INVESTIGATION ~~Investigation~~. The Department ~~DEPARTMENT~~ shall inform the COMPLAINANT ~~Complainant~~ at the time of notification of the opportunity to file a Request for further review ~~REQUEST FOR FURTHER REVIEW~~.

(a) The Request for further review ~~REQUEST FOR FURTHER REVIEW~~ must be filed within thirty (30) days of the COMPLAINANT ~~Complainant~~ receiving Department ~~DEPARTMENT~~ notification regarding disposition of the case. The COMMISSION ~~Commission~~ may adopt rules for permitting late Filings

i) A Request for further review ~~REQUEST FOR FURTHER REVIEW~~ may be filed only by the Complaint ~~COMPLAINANT~~ in writing, either personally, by mail, fax or email with the Commission ~~COMMISSION~~ Office, or through other arrangements approved by the Commission ~~COMMISSION~~. No Complaint ~~COMPLAINANT~~ or Request for further review ~~REQUEST FOR FURTHER REVIEW~~

REVIEW will be deemed filed with the Commission ~~COMMISSION~~ until it has been reduced to writing and signed by the Complainant ~~COMPLAINANT~~.

ii) The Request for further review ~~REQUEST FOR FURTHER REVIEW~~ shall include:

- a. The name, address, and telephone number of the COMPLAINANT ~~Complainant~~;
- b. The approximate date the Complaint ~~COMPLAINANT~~ was filed (if known);
- c. The substance of the initial Complaint ~~COMPLAINANT~~;
- d. The evidence, or allegation the Complainant ~~COMPLAINANT~~ believes was omitted in the INVESTIGATION ~~Investigation~~.

iii) The COMPLAINANT ~~Complainant~~ may withdraw the Request for further review ~~REQUEST FOR FURTHER REVIEW~~ at any time.

(b) The Commission ~~COMMISSION~~ may decline the Request for further review ~~REQUEST FOR FURTHER REVIEW~~ if it appears that the Department's ~~DEPARTMENT's~~ INVESTIGATION ~~Investigation~~ and FINDINGS ~~Findings~~ were satisfactory and/or no information is provided to justify additional or further

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REVIEW by the Commission~~COMMISSION~~.

(c) Should the Commission~~COMMISSION~~ accept the Request for further review~~REQUEST FOR FURTHER REVIEW~~, the matter shall be forwarded for resolution in accordance with Police Department~~DEPARTMENT~~ Operating Procedure 015 et seq. The Commission~~COMMISSION~~ shall conduct its REVIEW~~Review~~ as defined in Section 10.02 Protocols for Reviewing Complaints of these Procedures.

i) The OFFICER~~Officer~~(s) INVOLVED~~Involved~~ shall be informed pursuant to DEPARTMENT~~Department~~ policy and procedures.

(d) The Commission's~~COMMISSION's~~ determination resulting from the Request for further review~~REQUEST FOR FURTHER REVIEW~~ shall be final. The Commission~~COMMISSION~~ shall thereafter entertain no further proceedings regarding the Complaint~~COMPLAINT~~.

Article XII. Communications

In the case of Commission~~COMMISSION~~ communications:

- (a) The Commission~~COMMISSION~~ shall not identify individuals involved in cases that come before the Commission~~COMMISSION~~ to any person other than among themselves, the Commission~~COMMISSION~~, and the Department~~DEPARTMENT~~;
- (b) No Commission~~COMMISSION~~ member shall release any hearing documents to any person outside of the committee;
- (c) No Commission~~COMMISSION~~ member may publicly represent the Commission~~COMMISSION~~ without prior authorization from the Commission~~COMMISSION~~ or the Chairperson;
- (d) Any Commissioner~~COMMISSIONER~~ regarding any particular INCIDENT~~Incident~~ or OFFICER~~Officer~~ under Commission~~COMMISSION~~ review shall not send email, nor shall e-mail identify any Department~~DEPARTMENT~~ personnel by name. Any e-mail communication sent by a Commission~~COMMISSION~~ member to any other member or members of the Commission~~COMMISSION~~ that relates to Commission~~COMMISSION~~ business shall be furnished to and retained by Commission~~COMMISSION~~ staff pursuant to the CITY~~City~~ records retention schedule. Copies of communications shall be sent to the Commission~~COMMISSION~~ staff at the time the communication is made. The sender or recipient shall not retain individual copies, other than by Commission~~COMMISSION~~ staff in accordance with the CITY~~City~~ records retention schedule.
- (e) The Commission~~COMMISSION~~ should address the questions arising out of public comment

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during ~~Commission~~ ~~COMMISSION~~ public meetings.

- i) The questions should be addressed to the ~~Commission~~ ~~COMMISSION~~ and not to ~~Commission~~ ~~COMMISSION~~ staff.
- ii) The Chair is the spokesperson for the ~~Commission~~ ~~COMMISSION~~ and may restrict discussion of any question to allow for necessary research.
- iii) The ~~Commission~~ ~~COMMISSION~~ acknowledges that not all questions rise to the level

of

concern requiring a response.

- iv) The Chair will advise the questioner when the ~~Commission~~ ~~COMMISSION~~ will respond to a question.

Article XIII. Monitoring and Reporting

Section 13.01 The ~~Commission~~ ~~COMMISSION~~ shall develop a data system to track all ~~Complaints~~ ~~COMPLAINTs~~ received, develop quarterly reports to inform the ~~City Manager~~ ~~CITY MANAGER~~

regarding ~~Commission~~ ~~COMMISSION~~ workload and performance, and review the status of ~~Complaints~~ ~~COMPLAINTs~~ and appeals with the ~~CHIEF~~ ~~Chief~~.

Section 13.02 The ~~Commission~~ ~~COMMISSION~~ may utilize the ~~CONSULTANT~~ ~~Consultant~~ to develop recommendations for modification of ~~Department~~ ~~DEPARTMENT~~ policies and procedures in order to prevent problems, and improve the quality of ~~INVESTIGATIONs~~ ~~Investigations~~ and police community relations.

Section 13.03 The ~~Commission~~ ~~COMMISSION~~ shall develop annual summary reports for the ~~City Manager~~ ~~CITY MANAGER~~, ~~COUNCIL~~ ~~Council~~ and public on ~~Commission~~ ~~COMMISSION~~ activities, policy recommendations, and ~~Department~~ ~~DEPARTMENT~~ follow-through on recommendations. The report may include analysis of closed files that were not appealed, but not for the purpose that the files are to be reopened or that any confidential information or personnel records disclosed.

Article XIV. Increasing Public Access

Section 14.01 The ~~City Manager~~ ~~CITY MANAGER~~ shall work with the ~~Commission~~ ~~COMMISSION~~ to make ~~COMPLAINT~~ ~~Complaint~~ forms available in formats and locations to reach as many community members as possible.

Section 14.02 The ~~CONSULTANT~~ ~~Consultant~~ shall work with the ~~Commission~~ ~~COMMISSION~~ to develop

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programs to educate the public about the Commission ~~COMMISSION~~ and the importance of reporting problems.

Section 14.03 The Commission ~~COMMISSION~~ shall develop programs to educate Department ~~DEPARTMENT~~ personnel on Commission ~~COMMISSION~~ activities. Department ~~DEPARTMENT~~ personnel shall be informed that the Commission ~~COMMISSION~~ is another means for CITIZENS ~~Citizens~~ to file Complaints ~~COMPLAINTS~~. The Commission ~~COMMISSION~~ shall work with the Department ~~DEPARTMENT~~ to develop guidelines for situations when a Complainant ~~COMPLAINANT~~ with a COMPLAINT ~~Complaint~~ directly contacts a commander or supervisor within the DEPARTMENT ~~Department~~.

Article XV. Limitation on Power

Neither the Commission ~~COMMISSION~~ nor any retained CONSULTANT ~~Consultant~~ may comment upon or recommend the level of discipline for any OFFICER ~~Officer~~ pursuant to any REVIEW ~~Review~~ made under this procedure.

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Adopted by City Council 02-7-06
CPRC Revised 11-10-05
CPRC Amended 5-16-06
CPRC Amended 8-16-18

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Article I. Purpose and Legal Considerations

Section 1.01 In October 2003, the City Council established the Community and Police Relations Commission (hereafter referred to as “Commission”). The Commission is to serve as an independent, unbiased and impartial office that is to be readily available to the public. The Commission shall be a medium for the improvement of police-community relations, and to facilitate mediation of disputes whenever possible. The Commission will provide a forum for Citizens to voice their concerns or comments about police conduct, practices and policies, and ameliorate adversity between Citizens and the National City Police hereafter referred to as “Department”). To carry out these functions, the Commission will function through the Office of the City Manager, to whom the Chief of Police reports.

The Commission is authorized to receive, investigate and review citizen complaints regarding Department personnel for alleged misconduct, and to recommend appropriate changes of Department policies and procedures toward the goals of safeguarding the rights of all persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services. These Operating Procedures are not intended to replace or diminish the procedures already in place in the Department for investigating citizen complaints, but are intended as a method of supplementing those procedures in order to establish an element of transparency to the citizenry for the handling of those complaints.

The Commission shall not be required to conduct independent investigations when it is satisfied that its oversight responsibility can be satisfied by the monitoring and review of a Departmental investigation into a complaint. In this respect, the Commission shall be considered an integral part of the City’s management structure as an adjunct to the internal Department processing of citizen complaints, with an independent overview status to ensure transparency and correctness of process for the public.

The COMMISSION therefore adopts these operating procedures in furtherance of those objectives. These operating procedures shall define the authority and protocols of the COMMISSION and are hereby recommended for adoption by the Council in furtherance of the Council’s objectives.

Section 1.02 In the conduct of its affairs, the Commission will observe all applicable requirements of state and local law, including the following which have been summarized as follows:

(a) The Police Officers Bill of Rights (Government Code sections 3300, et seq.) which generally provides police officers certain protections and rights of representation and participation in

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Investigations pertaining to their conduct, and the right of access to and comment upon any findings of that Investigation—whether positive or negative.

(b) Penal Code sections 832.5 and 832.7 which pertain to the procedures for Investigation of Complains involving police officers and safeguards against disclosure of the Findings of those Investigations and other information relating to police personnel files, except such specified disclosure as may be allowed only to the person who actually files the Complain.

(c) The Ralph M. Brown Act (Gov. Code, § 549501 et seq., hereinafter “the Brown Act,” or “the Act”) which shall govern open meetings for local government bodies.

(d) Department rules and procedures, which govern the rights and duties of Department personnel.

Section 1.03 Neither the Commission, Commission staff, nor any retained consultant shall comment upon or recommend the level of discipline for any officer pursuant to any review conducted under the authority of these operating procedures.

(a) Departmental discipline of any officer shall be independent of and not dependent upon any finding by the Commission or its review of any investigation. The Department will conduct discipline in a timely manner in accordance with law and its internal procedures.

(b) The Commission shall not interfere with the administration of the department, but shall make its recommendations for change or improvement to the Council, the City Manager or the Chief of Police, as appropriate, consistent with the operating procedures outlined herein.

Section 1.04 These operating procedures shall not be construed as restricting any individual from contacting the Mayor, the City Council, any individual Councilmember, the City Manager or the Chief of Police on any matter concerning the Department, whether favorable or adverse.

Article II. Definitions

Section 2.01 In these Operating Procedures:

"CHIEF" means the Chief of the Police DEPARTMENT.

"CITIZEN" means any person who is not an employee of the DEPARTMENT or organization.

“CITY” means the administrative offices, administrative staff, officers and officials, the physical location, all jurisdictional areas, and the elected representatives of the City of National City.

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“CITY ATTORNEY” means the City Attorney of the City of National City or their designee.

“CITY MANAGER” means the City Manager of the City of National City or their designee.

“COMMISSION” and “CPRC” refer to the Community and Police Relations Commission, whose members are appointed by City COUNCIL.

“COMMISSIONER” means an appointed member of the Community and Police Relations Commission.

“COMPLAINT” means a COMPLAINT by a CITIZEN of alleged OFFICER misconduct, or a DEPARTMENT employee or OFFICER who feels aggrieved by an INVESTIGATION or REVIEW.

“COMPLAINANT” means any person who files a COMPLAINT against an employee of the National City Police DEPARTMENT, or a DEPARTMENT employee or OFFICER who feels aggrieved by an INVESTIGATION or REVIEW.

“CONDUCT” means any act or omission by an OFFICER, whether commendable or constituting misconduct.

“CONSULTANT” means the professional staffing retained by the City MANAGER to work with the COMMISSION.

“COUNCIL” means the City Council and Mayor of the City of National City.

“DEPARTMENT” means the Police DEPARTMENT of the City of National City.

“FINDING” means a conclusion reached as a result of an INVESTIGATION, regarding whether a COMPLAINT is sustained, not sustained, unfounded, exonerated or frivolous.

“IAD” means the Internal Affairs Division of the DEPARTMENT, whose responsibilities and procedures are described in the DEPARTMENTs Manual of Rules and Regulations, specifically Operating Procedure No.1005, as amended from time to time.

“INCIDENT” means the alleged occurrence of misconduct by an OFFICER of the DEPARTMENT.

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“INVESTIGATE” or “INVESTIGATION” shall refer to a REVIEW of the formal Internal Affairs INVESTIGATION conducted by DEPARTMENT, as well as an informal INVESTIGATION conducted by a police supervisor into allegations of MISCONDUCT.

“MISCONDUCT” means an act or omission by an OFFICER during an encounter with a CITIZEN that allegedly violates DEPARTMENT regulations or orders, or other standards of conduct required of CITY employees.

“POLICY-RELATED ISSUE” means a topic pertaining to the DEPARTMENT’s hiring and training practices, the Manual of Policies and Procedures, equipment, and general supervision and management practices, but not pertaining specifically to the propriety or impropriety of a particular OFFICER’s conduct.

“OFFICER” means a sworn police OFFICER employed by the DEPARTMENT about whom a COMPLAINT has been submitted to the COMMISSION.

“OFFICER INVOLVED” means an incident involving a sworn police OFFICER employed by the DEPARTMENT about whom a COMPLAINT has been submitted to the COMMISSION.

“REQUEST FOR FURTHER REVIEW” or “REVIEW” means a request by an Complainant and the COMMISSION’s examination of an INVESTIGATION of, alleged OFFICER MISCONDUCT, respectively.

“SERVICE COMPLAINT” means a COMPLAINT that is not related to specific OFFICER misconduct but rather is related to services received from an OFFICER or the DEPARTMENT.

“SUPPORTED BY THE EVIDENCE” means the evidence supports a FINDING regarding a COMPLAINT, which a reasonable person could make in light of the evidence, regardless of whether or not the COMMISSION agrees with the FINDING.

“SUBPOENA” means a writ to be issued commanding the person or party designated in it to appear before the COMMISSION as a witness, or to produce documents constituting evidence contained in the INVESTIGATION.

Article III. Community and Police Relations Commission

Section 3.01 The Commission is established by the Council with staff support from the City Manager’s Office.

Section 3.02 The Commission shall be comprised of eight (8) individuals appointed by the Mayor with the approval of the City Council. Of the eight members, seven (7) shall be voting

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members, and one (1) shall be a non-voting member. Of the seven voting members, five (5) shall be residents of the City of National City. The one nonvoting member shall be a member of the National City Police Officers' Association POA. The City Council is authorized to appoint up to two alternate representatives to the primary POA representative, one of whom would attend Commission meetings when the primary representative is unable to attend, and who shall have the same rights and responsibilities as the primary representative.

Vacancies in Commissioner positions shall be nominated and appointed as follows:

- (a) The Commission shall solicit applications through the City Clerk, the City Office of Community Services, the established Neighborhood Councils, the Council, and the general public.
- (b) The City Manager shall appoint a committee to review applications and recommend an appropriate number of nominees to fill impending vacancies. The committee shall consist of two Commission members not applying for reappointment and one member of the community at-large identified by the City Clerk. This committee shall serve as the interview panel as needed.
- (c) Selection criteria shall include a record of community involvement and the absence of any real or perceived bias or conflict of interest.
- (d) The application review committee shall recommend nominees to the Council for appointment, together with such nominees as the Council may wish to submit and consider.
- (e) When selecting Commissioners, consideration should be given to appointments that will cause the group to reflect the demographic make-up of the City as best practicable. The final nominees selected by Council for appointment will be required to pass a criminal background check performed by an agency other than the Department prior to their actual appointment.
- (f) In the event the Council fails to appoint a nominee, the City Manager shall initiate the process again within 30-days after the Council action.

Section 3.03 The Commission shall adhere to adopted Bylaws which shall be approved by Council and filed with the City Clerk of National City.

Section 3.04 The Commissioners shall be responsible for:

- (a) Participating in orientation and training activities at least two times per year, that may include: reviewing of DEPARTMENT and IAD policies and procedures; attending the DEPARTMENT or County of San Diego Citizens' Academy; completing "ride-alongs" with

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OFFICERS; attending recruiting and academy workshops; the annual National Association for Civilian Oversight of Law Enforcement (NACOLE) Conference; attending training opportunities available to NCPD officers including but not limited to investigative practices, the Psychiatric Emergency Response Team (P.E.R.T.), de-escalation, racial bias, implicit bias, Department practices; and other relevant training opportunities.

(b) Service for a term of ~~two~~ three years, subject to reappointment by Council. Upon expiration of term, a Commissioner shall serve until re-appointed or replaced.

(c) Attending Commission meetings, except when excused for good cause.

(d) Serving staggered terms to better ensure continuity. A lottery shall be held during the next regularly scheduled meeting following the adoption of these procedures to establish the term of each Commissioner currently appointed. No more than four voting COMMISSIONERS shall be appointed to three years terms as a result of the lottery, all others shall be appointed to a term of one-year. All Commissioners will remain eligible for reappointment upon expiration of their term.

(e) Annually, electing a chair and vice-chair from among the Commissioners.

(f) Adopting operating policies and procedures as necessary and appropriate to carry out their duties in a fair and unbiased manner.

(g) Receive and monitor or investigate citizen complaints regarding police conduct, but without interfering with the administration of the police department.

(h) Request and receive supplemental information from the police department regarding citizen complaints and such other matters as the commission may request.

(i) Allow parties the opportunity to mediate their disputes.

(j) Make recommendations to the city council regarding additional duties that the commission may perform.

(k) Make an annual report of its activities, findings and recommendations to the city council.

(l) Advise on police department operations, and make recommendations on police policy issues.

(m) Conduct investigations and hold public hearings. The commission has the power to examine witnesses under oath and compel their attendance or production of evidence by subpoena issued

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in the name of the city and attested by the city clerk. It shall be the duty of the chief of police to cause all such subpoenas to be served, and refusal of a person to attend or testify in answer to such a subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council. Each member of the commission shall have the power to administer oaths to witnesses.

(n) Keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record unless the city attorney determines otherwise.
(Ord. No. 2013-2381, § 1, 2-5-2013)

Article IV. Role of the City Council

Section 4.01 The Council shall review applications of nominees to the Commission, approve appointments and receive periodic reports on Commission activities.

Article V. Consultant Selection

Section 5.01 In consultation with the City Manager, the Commission may retain a Consultant to guide the independence of the Commission. The Consultant should be a person of recognized judgment, objectivity and integrity who is capable of analyzing problems of public administration and public policy, and who shall have a working knowledge commensurate with the duties of the Commission.

Article VI. Staffing and Delegation

Section 6.01 The City Manager may appoint staff to assist the Commission if requested and may appoint other personnel necessary to carry out the provisions of these operating procedures in keeping within the adopted budget for the Commission.

Section 6.02 The City Attorney shall advise and represent the Commission.

Section 6.03 Nothing within Article VI shall influence the autonomy of the Commission and its independence to carry out its mission.

Article VII. Office Facilities and Administration

Section 7.01 The CITY shall provide suitable office facilities for the Commission and/or staff in a location convenient for the public but separate from the Department.

Section 7.02 The Commission staff shall function within the organization and administration of the City Manager to whom the Chief of Police Reports.

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Section 7.03 The Consultant shall comply with City purchasing procedures and shall select, with the approval of the Commission and the City Manager, any sub-consultants to assist with the work undertaken on behalf of the Commission.

Article VIII. The Authority of the Commission

Section 8.01 The Commission shall have the authority to do the following:

- (a) Receive Complaints and select the appropriate manner to address the Complain.
- (b) Report on Complaint resolution activities. To track and issue statistical and other appropriate reports on the disposition of Complaints to the public, the City Manager and the Council, and to monitor and report measures of activity and performance of the Department, subject to confidentially requirements of law.
- (c) Monitor Investigations. To identify Complaints which merit the additional involvement of the Commission, and to Review evidence and Investigation efforts.
- (d) Communicate with Complaints. To serve as a source of contact with Complaints regarding the intake processing, status and results of the Complaint, and to assist the Department in communicating with the Complainant.
- (e) Arrange hearings of appeals. To provide for an appeal for Complainants and schedule Commission hearings.
- (f) Recommend policy changes. To evaluate Complaints and other information and Investigation practices and to make recommendations to the Chief to prevent future problems.
- (g) Outreach. To widely distribute Complaint forms in languages and formats accessible to Citizens, to inform and educate them on the importance of reporting Complaints, to hold public meetings to hear general concerns about police services, and to serve as a forum for Citizen issues subject to confidentially requirements of law.
- (h) Records and Investigation access. Notwithstanding any other provision of law, to have access to and to examine any Department records, including records which are not confidential by law, including personnel records that are relevant to an Investigation under its purview, subject to any applicable state or federal laws and subject to the Chief's authorization. The Commission shall not have access to legally privileged documents held by the City Attorney or Attorney-Client communications held by the City Attorney's clients. Neither the Commission nor any individual Commissioner or the Consultant shall disclose to any person or source confidential information

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or personnel records, and they shall be subject to the same penalties and restrictions as the legal custodian of the records for any unlawful or unauthorized public disclosure.

(i) Adopt, promulgate, amend and rescind rules and procedures required for the discharge of the Commission's duties, including policies and procedures for receiving and processing Complaints, conducting reviews of Investigations, and the issuance of reports regarding its Findings, conclusions and recommendations.

(j) Issue reports on an annual basis identifying any policy-related issues or quality of Investigation issues that warrant improvement. The Commission shall address any policy-related or quality of Investigation issues that would warrant further review.

(k) Oversight. The Commission shall report the material obstruction of or interference with an Investigation under its' cognizance, or observed malfeasance or misfeasance in office (other than that which is the subject of inquiry of a Complaint) to the Chief, or to the City Manager, when appropriate.

Article IX. Powers and Duties of the Commission

Section 9.01 In carrying out its functions in a fair and unbiased manner, the Commission's duties and powers shall include the following:

(a) Conduct meetings. To schedule and conduct at least four (4) meetings per year for the purpose of exercising the authority and responsibility delegated to it in these operating procedures. Meetings and hearings conducted pursuant to these operating procedures shall be subject to the Brown Act. The number of Commissioners required for a quorum shall be a majority of the voting members as defined in Section 3.02 of these operating procedures. The Chair of the Commission, or the Vice-Chair in the absence of the Chair, in consultation with the City Attorney and City Manager's Office, shall be authorized to call special meetings when the Commission is not in session.

(b) Gather community concerns. To participate in various community meetings to hear concerns about police services as well as to gather both commendatory and negative comment, not to include concerns about individual Officers.

(c) Recommend policy changes. To assist the Chief in identifying specific patterns or problems and to participate in the development of policy recommendations.

(d) Advise on operations. To review methods for handling Complaints and advise on criteria for dismissal, mediation, and Investigation.

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(e) Receive Complaints. The Commission may receive Complaints from any source concerning alleged Officer Misconduct. In the interest of the greater public good:

- i)** The Commission shall make reasonable accommodation when Complainants cannot file their Complaint at the Commission office or with the Department.
- ii)** Accept Complaints for Investigation and Review that are based upon first-hand knowledge, or make reasonable inquiry during initial intake processing regarding whether such knowledge or the identity of one or more percipient witnesses is ascertainable.
- iii)** The Commission shall not accept Complaints or Investigate matters in civil or criminal litigation, or those matters for which a notice of tort claim, or a grievance, discrimination Complaint or other appeal under collective bargaining agreement or City personnel rules has been filed with appropriate authorities. The Commission shall not accept Complaints that are conjectural or vague. Any previously commenced Investigation shall be discontinued when one of these events or factors is determined to exist.
- iv)** The Commission shall protect the confidentiality of Complaints, Officer's or witnesses, except insofar as disclosures may be necessary to enable the Commission to carry out its duties or comply with applicable collective bargaining agreements, or where the disclosure of records is directed by the City Attorney or District Attorney. Maintenance of confidentiality and any exceptions to confidentiality shall be consistent with the requirements of law.
- v)** The records of the Commission shall be considered records of the City, and shall be filed in the office of the City Clerk, or the Chief when the documents constitute a personnel record or matter. The records of the Commission are subject to the requirements of law regarding retention, disclosure, and those circumstances when disclosure is not permitted.

(f) Hear or Review appeals. To hold hearings or Review Investigations pertaining to Complaint appeals; to report Findings conclusions and recommendations consistent with public disclosure requirements of law.

(g) Outreach to the public. To disseminate information about the Commission's activities to organizations in the community and to present statistical reports to Council that in such a way that does not involve disclosure of confidential personnel information.

(h) Delegation. The Commission may Review by means of delegation to not more than two Commissioners who shall report back to the full Commission their findings and conclusions with regard to an Investigation under Commission cognizance. Reference elsewhere in these operating procedures to the Commission respecting REVIEW and Investigation shall include activity by

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such delegates, which activity shall not be construed as constituting a meeting that is subject to the Ralph M. Brown Act regarding notices, agenda and public meeting criteria, unless such delegation constitutes a “Standing Committee” under “the Act”. The proceedings, to review Complaints and to reach the ultimate position of the Commission’s Review of an Investigation, shall be in Closed-session pursuant to Government Code Section 54957.

Article X. Handling Complaints

Section 10.01 To ensure appropriateness and consistency in handling **Complaints** received, the COMMISSION shall rely on the DEPARTMENT to determine whether a **Complaint** is to be treated as a Service **Complaints**, commendatory comment, or as a **Complaint** requiring further review. The Commission may recommend to the Department that an Investigation be handled by the Internal Affairs Department instead of a supervisor’s or commander’s Investigation.

General Protocols

- (a) The Commission shall Investigate and review citizen-initiated and Department-initiated Complaints. It is understood that Department-initiated Complaints may require confidentiality in order for the Internal Affairs Department or other authorities to complete their Investigation.
- (b) The Commission may gather information from a Complainant and forward it to the Department. The Commission shall monitor timeliness and disposition of the Investigation. Once the Commission receives a Complaint, it shall forward it to the Department for Investigation in accordance with Police Department Operating Procedures.
- (c) At the conclusion of an Investigation, the Commission shall have an opportunity to review and comment separately to the Chief on the Investigation and any remedial actions taken by the Department resulting from the Investigation, other than regarding disciplinary actions.
- (d) The Commission may dismiss a Complaint or make a Request for further review for the following reasons:
 - i) The Complainant could reasonably be expected to use, or is using, another remedy, channel or tort claim for the grievance stated in the Complaint;
 - ii) The Complainant delayed too long in filing the Complaint to justify present examination – a limit of one-year from the original date of the Incident is established for these purposes;
 - iii) Even if all aspects of the Complaint were true, no act of Misconduct would have occurred;
 - iv) The Complaint is trivial, frivolous or not made in good faith;
 - v) Other Complaint must take precedence due to limited public resources;
 - vi) The Complainant withdraws the Complaint or fails to complete or cooperate with necessary Complaint steps or procedures.
- (e) Nothing contained herein shall preclude or supersede the processing and Investigation of Complaints that are initiated by the Department.

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The Commission's procedures shall supplement or complement those activities, and shall furnish community members and Complainants an alternative forum for redress and Complaint resolution. Moreover, nothing shall preclude or restrict the authority of the City Manager to supervise the Chief of the Department, consistent with the duties and responsibilities conferred upon that office by law.

Section 10.02 Protocols for Reviewing Complaints

(a) In accordance with Police Department Operating Procedures, resolution by the Department shall include "declining" the Complaint, conducting an

"investigation", conducting an "inquiry," or handling the Complaint as a "service complaint."

i) The Department will send an introductory letter to each Complainant identifying the assigned case investigator, the anticipated time in which the Investigation should be completed, and information regarding the right of the Complainant to seek a Request for further review of the Commission once the Investigation is completed should the Complainant believe evidence or allegations were omitted.

ii) In the case of an "inquiry", the Department will send an introductory letter to the Complainant explaining that they will receive contact from the Department once the Investigation regarding the concern has been completed.

iii) In all cases, Department will send a copy of such letter to the Commission for their tracking purposes.

iv) The Department will keep the Commission apprised of the status of each INVESTIGATION, and no less than quarterly, send status letters to each Complainant. The Officer(s) involved shall be informed pursuant to Department policy and procedures.

v) "Inquiry" Investigations will result in a letter, including any appeal information, sent to the Complainant from the Department outlining the results of the Investigation. The Department will forward a copy of the summary Investigation, and the letter to the Commission for tracking purposes. The Officer(s) involved shall be informed pursuant to Department policy and procedures.

(b) Commission members shall avoid public comment on pending COMPLAINTs.

i) No member of the Commission shall discuss or listen to discussion of the facts or analysis of any matter which is the subject of a Complaint prior to its Review or Closed-session meeting.

ii) No member of the Commission shall pledge or promise to vote in any particular manner in any pending Complaint.

iii) Failure to comply with this regulation shall be grounds for removing a Commissioner from the Review of the Complaint by action of the remaining members of the Commission.

(c) After the Department renders its Findings on the Complaint, the matter is referred to the Commission to Review the case. The file of the Investigation related to the Complaint shall be

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made available to the Commission consistent with Article VIII, Section 8.01(h). This includes an original of the Complaint, video or audio tape recordings of interviews of witnesses and parties to the Incident, and physical evidence that was considered. The Commission members are required to conduct their Review in the Department to preserve the required confidentiality. Review proceedings shall be in Closed-session pursuant to Government Code Section 54957 to hear Complaints or charges brought against National City Police Department employees by a citizen (unless the employee requests a public session). Notes made by the Commission shall be left with the file in the Department.

- i)** The Department will provide notice to the Commission whether the disposition was “sustained,” “not sustained,” “exonerated,” “unfounded,” “other findings”, or the “complainant non-cooperative”.
- ii)** The Commission’s Review of documents shall rely upon the evidence submitted in the Investigative report
- iii)** The Commission may request within its scope of the Review the Department to appear and answer questions regarding the Investigation, and may also request the responsible Department Commander or Supervisor to answer questions regarding the basis and the rationale for a particular Finding or decision.
- iv)** Requests to the Department to appear and answer questions at the Review shall be made to the Chief.
- v)** The Commission may request an Officer to appear at a Commission Review, but no Officer who is subject to an Investigation shall be compelled to testify as a witness against themselves. Officers appearing before the Commission may appear with counsel.
- vi)** The Commission may Subpoena the appearance of witnesses who are outside City employ to clarify evidence, and to the extent necessary to insure fairness to all parties. Subpoenas shall be issued in accordance with National City Municipal Code Chapter 2.74 to evaluate evidence pertinent to the Review of the Investigation.
- vii)** The Complainant is not entitled to be present, except when called as a witness by the Commission. The Commission shall Review the Investigation file:
 - a. If the Commission concludes the Finding is supported by the evidence, it shall inform the Chief; or
 - b. If the Commission determines the Finding is inconclusive, it shall inform the Chief that further Investigation is required; or
 - c. If the Commission concludes the Finding is not supported by the evidence, it shall inform the Chief.
- viii)** The Commission will make no comments or recommendations regarding Officer discipline.
- ix)** If the Department declines to accept the Commission’s recommendation resulting from the Review, a Closed-session meeting of the Commission pursuant to Government Code Section 54957 to hear complaints or charges brought against National City Police

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Department employees by a citizen (unless the employee requests a public session) shall be scheduled, at which the Department may appear to represent their position. The purpose of the meeting is for the Commission to reach a final decision on its position regarding the Complaint and to afford the Department an opportunity to explain why the Investigation Finding is appropriate.

a. If, after the Closed-session meeting of the Commission with the Department the Commission is persuaded to agree with the Department's Findings, the Commission will send notification of same to the Department. The Officer(s) Involved shall be informed pursuant to Department policy and procedures.

b. In those cases where the Commission by a majority vote disagrees with Department's Findings on a Complaint, and cannot resolve its differences with the Department, the Commission will send notification of same to the Department. The Officer(s) Involved shall be informed pursuant to Department policy and Procedures.

i. Additionally, the Commission shall advise the City Manager of the Commission's position. The Commission shall also advise the City Manager of any substantive comments that the Commission has made on individual cases, and may suggest policy changes based on trends that have come to the Commission's attention.

ii. The Commission will make no comments or recommendations regarding Officer discipline.

iii. The City Manager may take whatever action is considered appropriate, consistent with the duties and authority conferred upon that office by law.

iv. If any changes in the Department's Findings occur, the Department will notify the Commission.

c. These operating procedures acknowledge the Officer's right to appeal the position of the Commission consistent with *Caloca v. County of San Diego* (1999), 72 Cal.App.4th 1209 and *Caloca v. County of San Diego* (2002), 102 Cal.App.4th 433, which held that under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et seq.), police officers must be afforded an administrative appeal of sustained findings of misconduct even though no disciplinary matters are considered. Such administrative appeal proceeding will be conducted by a neutral, unbiased adjudicator(s) who will examine the finding de novo.

All further terms of the re-examine will be consistent with the guidelines set forth in the *Caloca v. County of San Diego* (2002), 102 Cal.App.4th 433.

x) The Commission will not provide any confidential information made known to it or its members by its Investigation to anyone other than the City Manager, City Attorney or the Department. Under no circumstances will the City Manager or City Attorney provide any

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confidential information made known to the City Manager by Commission to anyone other than the Department.

xi) The decision of the Chief regarding the Department’s final disposition of the matter shall be communicated to the Complainant in the format prescribed by Penal Code sections 832.5 and 832.7.

a. The Commission shall notify the Complainant of its’ position in regard to the Investigation. Should public comment by the Commission be appropriate, the Commission shall comply with the requirements imposed by law regarding non-disclosure of personnel information regarding Officer(s) Involved and the Police Officers.

Bill of Rights.

b. The Chief shall notify the Complainants of the protocols for Request for further review by the Commission.

c. The Officer(s) Involved shall be informed pursuant to Department policy and procedures.

xii) If the Department finds that any portion of the Complaint is “sustained,” then procedures outlined in the National City Police Department Operating Procedures will be followed.

Section 10.03 Mediation Procedures (Alternative Complaint Resolution Process)

A Complainant may request mediation of the Complaint. The Department will undertake mediation upon the mutual consent of the Officer Involved. The Department shall utilize the services of a recognized mediation service or professional to serve as mediator. The parties to the mediation shall consist only of the mediator, the Complainant and the Officer(s) Involved. The mediation shall be informal, and oriented towards resolving the problem or mitigating any misunderstandings. The parties will agree in writing as a condition of mediation that neither the fact of mediation, nor any statements or admissions made during the mediation sessions shall be admissible in any later administrative or judicial proceedings involving the Complaint, including any later initiated Investigation or Department proceedings. Upon satisfactory conclusion of the mediation, the Complaint shall be dismissed and withdrawn, and shall not be filed in any personnel record pertaining to the Officer Involved. The Department shall inform the Commission of the outcome of the mediation (alternative complaint resolution process). The Department or the Commission regarding the Complaint shall thereafter entertain no further proceedings regarding the Complaint.

Section 10.04 Protocols for Reviewing Service Complaints

A Service Complaint is a Complaint received from a Citizen regarding quality of service or minor acts or omissions that would not normally rise to the level of Misconduct.

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- (a) The Department shall resolve all Service Complaints and report them to the Commission on a Service Complaint Log form. The documentation will include the action taken to resolve the Complaint.
- (b) No appeal of a Service Complaint shall be permitted before the Commission. The Commission, however, may audit Complaints categorized as Service Complaints on a quarterly, semi-annual or annual basis, and provide appropriate comment to the City Manager and Chief on the handling of Service Complaints on a continuing basis.
- (c) No public comment by the Commission regarding Service Complaints shall be permitted without the approval of a majority of the Commissioners. Public comment shall not include any discussion of personnel or confidential information.
- (d) The Department shall respond by letter to Complainants the Findings of their Investigation of the Service Complaint.

Article XI. Protocols for Filing of REQUEST FOR FURTHER REVIEW

Any Complainant who is dissatisfied with the Department's Findings reported following an Investigation of alleged Officer may file a Request for further review by the Commission which shall be based on either evidence or allegations the Complainant believes was omitted in the Investigation. The Department shall inform the Complainant at the time of notification of the opportunity to file a Request for further review.

(a) The Request for further review must be filed within thirty (30) days of the Complainant receiving Department notification regarding disposition of the case. The Commission may adopt rules for permitting late Filings

i) A Request for further review may be filed only by the Complaint in writing, either personally, by mail, fax or email with the Commission Office, or through other arrangements approved by the Commission. No Complaint or Request for further review will be deemed filed with the Commission until it has been reduced to writing and signed by the Complainant.

ii) The Request for further review shall include:

- a. The name, address, and telephone number of the Complainant;
- b. The approximate date the Complaint was filed (if known);
- c. The substance of the initial Complaint;
- d. The evidence, or allegation the Complainant believes was omitted in the Investigation.

iii) The Complainant may withdraw the Request for further review at any time.

(b) The Commission may decline the Request for further review if it appears that the Department's Investigation and Findings were satisfactory and/or no information is provided to justify additional or further REVIEW by the Commission.

(c) Should the Commission accept the Request for further review, the matter shall be forwarded for resolution in accordance with Police Department Operating Procedure 015 et seq. The Commission shall conduct its Review as defined in Section 10.02 Protocols for Reviewing

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Complaints of these Procedures.

i) The Officer(s) Involved shall be informed pursuant to Department policy and procedures.

(d) The Commission's determination resulting from the Request for further review shall be final. The Commission shall thereafter entertain no further proceedings regarding the Complaint.

Article XII. Communications

In the case of Commission communications:

(a) The Commission shall not identify individuals involved in cases that come before the Commission to any person other than among themselves, the Commission, and the Department;

(b) No Commission member shall release any hearing documents to any person outside of the committee;

(c) No Commission member may publicly represent the Commission without prior authorization from the Commission or the Chairperson;

(d) Any Commissioner regarding any particular Incident or Officer under Commission review shall not send email, nor shall e-mail identify any Department personnel by name. Any e-mail communication sent by a Commission member to any other member or members of the Commission that relates to Commission business shall be furnished to and retained by Commission staff pursuant to the City records retention schedule. Copies of communications shall be sent to the Commission staff at the time the communication is made. The sender or recipient shall not retain individual copies, other than by Commission staff in accordance with the City records retention schedule.

(e) The Commission should address the questions arising out of public comment during Commission public meetings.

i) The questions should be addressed to the Commission and not to Commission staff.

ii) The Chair is the spokesperson for the Commission and may restrict discussion of any question to allow for necessary research.

iii) The Commission acknowledges that not all questions rise to the level of concern requiring a response.

iv) The Chair will advise the questioner when the Commission will respond to a question.

Article XIII. Monitoring and Reporting

Section 13.01 The Commission shall develop a data system to track all Complaints received, develop quarterly reports to inform the City Manager regarding Commission workload and performance, and review the status of Complaints and appeals with the Chief.

Section 13.02 The Commission may utilize the Consultant to develop recommendations for modification of Department policies and procedures in order to prevent problems, and improve the quality of Investigations and police community relations.

Section 13.03 The Commission shall develop annual summary reports for the City Manager, Council and public on Commission activities, policy recommendations, and Department follow-

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through on recommendations. The report may include analysis of closed files that were not appealed, but not for the purpose that the files are to be reopened or that any confidential information or personnel records disclosed.

Article XIV. Increasing Public Access

Section 14.01 The City Manager shall work with the Commission to make Complaint forms available in formats and locations to reach as many community members as possible.

Section 14.02 The Consultant shall work with the Commission to develop programs to educate the public about the Commission and the importance of reporting problems.

Section 14.03 The Commission shall develop programs to educate Department personnel on Commission activities. Department personnel shall be informed that the Commission is another means for Citizens to file Complaints. The Commission shall work with the Department to develop guidelines for situations when a Complainant with a Complaint directly contacts a commander or supervisor within the Department.

Article XV. Limitation on Power

Neither the Commission nor any retained Consultant may comment upon or recommend the level of discipline for any Officer pursuant to any Review made under this procedure.

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Operating Procedures of the National City Community and Police Relations Commission
Adopted by City Council 02-7-06
CPRC Amended 10-7-2021

**NATIONAL CITY COMMUNITY AND
POLICE RELATIONS COMMISSION
BYLAWS**

ARTICLE I – THE COMMISSION

Section 1. Name of Commission

The name of the Commission shall be the “National City Community and Police Relations Commission” (hereinafter referred to as the “Commission”).

Section 2. Mission Statement

~~It is the intent of the Mayor and City Council that because of our actions, the relations between the citizens of the City of National City (“hereinafter referred to as the “City”) is city and the National City Police Department will improve, and positive communications and cooperation between the National City Police Department and community will be facilitated.~~

~~That the following shall be the Mission Statement of the Commission:~~

~~Based on this intent, the Commission’s mission will be to: The Commission will~~

- ~~(1) provide a forum for citizens to voice their concerns about police conduct, practices and policies;~~
- ~~(2) examine police practices and policies as they pertain to conduct issues; and~~
- ~~(3) identify opportunities to ameliorate adversity between the National City Police Department and citizen complaints. It is the intent of the Mayor and City Council that because of our actions, the relations between the citizens of this city and the Police Department will improve, and positive communications and cooperation between the Police Department and community will be facilitated.~~

Section 3. Duties

The duties and responsibilities of the ~~Commission~~ Commissioners shall be:

- a) Participating in orientation and training activities at least two times per year, that may include: reviewing of Department and IAD policies and procedures; attending the Department or County of San Diego Citizens' Academy; completing “ride-alongs” with Officers; attending recruiting and academy workshops; the annual National Association for Civilian Oversight of Law Enforcement (NACOLE) Conference; attending training opportunities available to NCPD officers including but not limited to investigative practices, the Psychiatric Emergency Response Team (P.E.R.T.), de-escalation, racial bias, implicit bias, Department practices; and other relevant training opportunities.
- b) Serving for a term of ~~two~~ three years, subject to reappointment by Council. Upon expiration of term, a Commissioner shall serve until re-appointed or replaced.
- c) Attending Commission meetings, except when excused for good cause.
- d) Serving staggered terms to better ensure continuity. A lottery shall be held during the next regularly scheduled meeting following the adoption of these procedures to establish the term of each Commissioner currently appointed. No more than four voting

Commissioners shall be appointed to three year terms as a result of the lottery, all others shall be appointed to a term of one-year. All Commissioners will remain eligible for reappointment upon expiration of their term.

- e) Annually electing a chair and vice-chair from among the Commissioners.
- f) Adopting operating policies and procedures as necessary and appropriate to carry out their duties in a fair and unbiased manner.
- g) Receive and monitor or investigate citizen complaints regarding police conduct, but without interfering with the administration of the police department.
- h) Request and receive supplemental information from the police department regarding citizen complaints and such other matters as the commission may request.
- i) Allow parties the opportunity to mediate their disputes.
- j) Make recommendations to the city council regarding additional duties that the commission may perform.
- k) Make an annual report of its activities, findings and recommendations to the city council.
- l) Advise on police department operations, and make recommendations on police policy issues.
- m) Conduct investigations and hold public hearings. The commission has the power to examine witnesses under oath and compel their attendance or production of evidence by subpoena issued in the name of the city and attested by the city clerk. It shall be the duty of the chief of police to cause all such subpoenas to be served, and refusal of a person to attend or testify in answer to such a subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council.
- n) Each member of the commission shall have the power to administer oaths to witnesses.
- o) Keep a record of its resolutions, transactions, findings, and determinations, which records shall be a public record unless the city attorney determines otherwise.

~~(a) To receive and investigate citizen complaints regarding police
Conduct within 90 days.~~

~~(b) To request and receive supplemental information from the Police
Department regarding citizen complaints and such other matters as
the Commission may be reviewing.~~

~~(c) To allow parties the opportunity to mediate their disputes.~~

~~(d) To make recommendations to the City Council regarding additional
duties which the Commission may perform.~~

~~(e) To make an annual report of its activities, findings and recommendations to the City
Council.~~

~~(f) Advise on police department operations, and make recommendations on police policy
issues.~~

~~(g) Conduct investigations and hold public hearings.~~

~~(h) To interview the candidates for Police Chief and to make recommendations to the Mayor.~~

Section 4. Membership

A. Composition

The Commission shall be comprised of eight (8) individuals [selected according to the process outlined in Section 3.02 of the CPRC Operating Procedures](#), ~~appointed by the Mayor with the approval of the City Council.~~ Of the eight members, seven (7) shall be voting members, and one (1) shall be a non-voting member. Of the seven voting members, five (5) shall be residents of the City of National City. The non-voting member shall be a member of the National City Police Officers' Association.

B. Terms of Membership

The terms of the members shall be for three (3) years, subject to reappointment by the City Council. ~~The term of the member from the National City Police Officers' Association shall be for three (3) years with the option of reappointment by their organization (POA).~~ Upon expiration of term, a member shall serve until re-appointed or replaced.

C. Termination of Membership

Membership in the Commission shall automatically terminate in the event that:

- 1) The member's term has expired. If a term expires, the member can either continue until reappointment or replacement; or
- 2) The member shall have been absent from the number of Commission meetings specified in these Bylaws.

D. Removal of Members

A member may be removed by a majority vote of the [Commission and subsequently the City Council](#).

E. Resignation

Any Commission member may resign at any time by giving written notice to the Chairperson. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

F. Filling of Vacancies

In the event a vacancy occurs on the Commission by reason of death, resignation, removal or termination, such vacancy shall be filled [according to the process outlined in Section 3.02 of the CPRC Operating Procedures](#) ~~by the Mayor with the approval of a majority of the City Council~~, with new members so appointed having to meet the qualifications set forth in Article I, Section 4(a). Persons appointed to fill vacancies shall fill the unexpired terms of their predecessors.

ARTICLE II – OFFICERS

Section 1. Officers

The officers of the Commission shall consist of a Chairperson and a Vice Chairperson, and shall be elected in the manner set forth in this Article II. In addition, the Commission may create and fill, in the manner set forth in this Article II, such other ~~Officers~~ offices as it deems necessary.

Section 2. Chairperson

The Chairperson shall preside at all meetings of the Commission and, working with the Vice Chairperson and in consultation with the City staff, shall submit such agenda recommendations and information ~~at such meetings~~ that are reasonable and proper for the conduct of the business affairs and policies of the Commission. The Chairperson shall sign all resolutions, approved minutes, and other legal documents of the Commission (if any). The Chairperson shall be a resident of the city. The Commission shall not have a current, former or family member of Law Enforcement as Chairperson.

Section 3. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the Chairperson's absence ~~or incapacity of the Chairperson~~. The Vice Chairperson shall be a resident of the city. The Commission shall not have a current, former or family member of Law Enforcement as Vice Chairperson.

Section 4. Additional Duties

The officers of the Commission shall perform such other duties and functions as may from time to time be required by the Commission, the Operating Procedures, the Bylaws or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

Section 5. Election

The Chairperson and Vice Chairperson shall be elected by a majority of the members of the Commission at its first regularly scheduled meeting each calendar year. The terms of the Chairperson and Vice Chairperson shall be one year.

~~The Chairperson and Vice Chairperson shall initially be elected by a majority of the members of the Commission at its first meeting of the year at which these Bylaws are adopted from among the members of the Commission. The terms of the Chairperson and Vice Chairperson shall be one year. Upon the first anniversary of the appointment of officers, the terms of the Chairperson and Vice Chairperson shall expire, and a new Chairperson and Vice Chairperson shall be elected, according to the procedures set forth in this Section 5.~~

Section 6. Vacancies

Should the offices of the Chairperson or Vice Chairperson become vacant, the Commission shall elect a successor from among the Commission members at the next regular or special meeting, and such office shall be held for the unexpired term of said office.

ARTICLE III – MEETINGS

Section 1. Regular Meetings

The Commission shall schedule and conduct at least ~~four~~-~~six~~ (6) meetings per year for the purpose of exercising the authority and responsibility delegated to it in the Operating Procedures. The Commission shall meet on the third Thursday of the month for which a meeting has been called by the Chairperson at 6:00 p.m. in the Council Chambers of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated. The agenda for each regular meeting shall be posted by City staff at least 72 hours in advance consistent with the requirements of the Ralph M. Brown Act and the City's customary procedures.

Section 2. Special Meetings

Special meetings and/or hearings may be held upon call of the Chairperson, Vice Chairperson or of the majority of the membership of the Commission, for the purpose of transacting any business designated in the call, after notification of all members of the Commission by written notice personally delivered or by mail at least 24 hours before the time specified in the notice for a special meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Chairperson a written waiver of notice, and as to any member who is actually present at the time the meeting convenes. Additionally, City staff shall be responsible for the posting of the agenda of the special meeting in the four (4) locations designated in Section 1 at least 24 hours prior to the time specified in the notice for the meeting, and for providing copies of the notice of meeting to the news media. At such special meeting, no business other than that designated in the call shall be considered.

Section 3. Adjourned Meetings

Any meeting of the Commission may be adjourned to an adjourned meeting without the need for additional notice or agenda, provided that the adjournment indicates the date, time and place of the adjourned meeting, and provided that the adjourned meeting occurs not more than five (5) calendar days after the meeting for which notice and agenda requirements were met. Commission members absent from the meeting at which the adjournment decision is made shall be notified by the Chairperson of the adjourned meeting.

Section 4. All Meetings to be Open and Public

All meetings of the Commission shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings except as otherwise provided by law. Nothing

contained in these Bylaws shall be construed to prevent the Commission from holding closed sessions during a meeting concerning any matter permitted by law to be considered in closed session provided the Commission complies with the conditions and procedures provided by law for closed sessions. All meetings shall be limited to no more than three (3) hours unless ~~the Chairperson requests additional time and~~ a majority of the membership, by vote, agrees to request additional time.

Section 5. Quorum

The powers of the Commission shall be vested in the members thereof in office from time to time. A majority of the members of the Commission qualified and eligible to vote shall constitute a quorum for the purpose of conducting the Commission's business, exercising its powers and for all other purposes, but less than a majority of the members of the Commission may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority of the members of the Commission qualified and eligible to vote shall be required for approval of any question brought before the Commission.

Section 6. Excused and Unexcused Absences

~~Membership in the Commission shall terminate if a member has ~~two (2) consecutive unexcused absences from meetings, whether regular or special, or four (4) absences from regular or special meetings, in a three (3) year term.~~ A member's absence may be excused if prior to the meeting from which said member will be absent, said member notifies the Chairperson or Designee of intent to be absent and the reason therefore. At each meeting, after the roll has been called, the Chairperson shall report to the Commission the name of any member who has so notified of their intent to be absent and the reason ~~of for~~ such absence. (Illness being an example of an excused absence ~~from a regularly scheduled meeting.)~~ ~~and P~~rior plans being an example of an excused absence from a special meeting or a meeting where the date or time is changed). The Commission shall approve or disapprove ~~such reasons requests~~ for excused absences. Membership in the Commission shall terminate if a member has two (2) consecutive unexcused absences from meetings, whether regular or special, or ~~four~~six (6) absences from regular or special meetings, in a three (3) year term.~~

Section 7. Order of Business

The following shall be the order of business at regular meetings of the Commission:

- 1) Roll Call
- 2) Approval of Minutes of previous meeting
- 3) Public Comment
- 4) Action Items
- 5) Adjournment

Section 8. Minutes

Minutes of the Commission shall be in writing. Copies of the Minutes of each Commission meeting shall be made available to each member of the Commission. Minutes shall be made available to the public, unless they are privileged and confidential items. Approved Minutes shall be filed in the official Book of Minutes of the Commission.

Section 9. Rules of Order

Except as provided in these Bylaws [and the Commission's Operating Procedures](#), all business and matters before the Commission shall be transacted in conformance with Rosenberg's Rules of Order (Newly Revised).

Section 10. Committee Reports

Oral and written reports of the Commission, including resolutions adopted by the Commission, shall include a report of the position of the minority of the Commission as well as the majority. When applicable, an indication of the relative size of the majority and the minority for each such report shall be included within the report.

Section 11. Docketing of Items for Agenda

[During any regularly scheduled or special meeting, a Commissioner may propose an item for inclusion on the agenda of a future Commission meeting. During public comment, members of the public may also request items to be included on future Commission agendas. Determination as to whether an item shall be included on a future agenda shall be made by a majority vote of the Commission. Final determination regarding placement of Commission-approved agenda items will be made by the Chairperson and Vice Chairperson working in consultation with City staff.](#)

ARTICLE IV – REPRESENTATION BEFORE PUBLIC BODIES

Any official representations on behalf of the Commission before the City Council or any other public body shall be made by the Chairperson, the Vice Chairperson in the Chairperson's absence, or a member of the Commission specifically so designated by the Commission pursuant to the [Ralph M. Brown Act](#)~~Brown Act~~.

ARTICLE V – SUBCOMMITTEES

Section 1. Establishment

The Commission shall have the authority to, and may, establish subcommittees as necessary to accomplish the purposes set forth in Section 3 of Article I of these Bylaws.

Section 2. Membership

Each subcommittee shall be composed of ~~at least one (1)~~, [a minimum of two \(2\)](#) but not more than three (3) members of the Commission.

Section 3. Appointment of Members

Members on a subcommittee shall be appointed by the Chairperson of the Commission with ~~the approval~~ approval by a majority vote of the Commission.

Section 4. Officers and Meetings

Subcommittee chairpersons shall be designated by the Chairperson of the Commission from among the Commission members appointed to the subcommittee. Each subcommittee shall elect a vice chairperson, and shall establish the date, time and place for meetings to conduct the subcommittee's business.

~~The Complaint Review Subcommittee shall meet with the National City Police Department's Internal Affairs Unit at least 1 time per month to determine if there are available cases to review.~~

Section 5. Subcommittee Reports

From time to time, subcommittees shall submit reports to the Commission, which reports summarize the subcommittee's activities, findings and/or recommendations on matters for which the subcommittee was established.

ARTICLE VI – AMENDMENTS

Section 1. Amendment of Bylaws and Operating Procedures

The Bylaws and Operating Procedures of the Commission may be amended upon the affirmative vote of a majority of the voting seated members but no such amendment shall be adopted unless at least seven (7) days' written notice thereof has previously been given to all members of the Commission. Notice of amendment shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE VII- ORDER OF PRECEDENCE

Section 1. Conduct of Affairs

The COMMISSION will observe all applicable requirements of state and local law, including the following, which have been summarized as follows, listed in hierarchical order:

- a. United States Constitution
- b. California Constitution
- c. California Statutes and Codes, including but not limited to the Government Code (Ralph M. Brown Act, Section 54950 et seq.; and Public Safety Officers Procedural Bill of Rights, Sections 3300-3311, Chapter 9.7, Division 4, Title 1), Penal Code (PC), Health and Safety Code, and Vehicle Code (VC)
 - i. Penal Code sections 832.5 and 832.7

- d. National City Municipal Code Title 16 City Boards, Commissions and Committees Chapter 16.04 Community and Police Relations Commission.
- e. National City - City Council Administrative and Operating Policies.
- f. Memorandum of Understanding (MOU) between City of National City and National City Police Officers Association.
- g. National City Police Department rules and procedures, which govern the rights and duties of DEPARTMENT personnel.
- h. The ByLaws of the National City Community and Police Relations Commission as authorized by the City Council.
- i. The Operating Procedures of the National City Community and Police Relations Commission as authorized by the City Council.
- Robert's Rules of Order, Newly Revised.;

- ~~a. The Police Officers Bill of Rights (Government Code sections 3300, et seq.)~~
- ~~b. Penal Code sections 832.5 and 832.7~~
- ~~e. The Ralph M. Brown Act (Gov. Code, § 549501 et seq., hereinafter “the Brown Act” or “the Act”)~~
- ~~d. National City Police Department rules and procedures, which govern the rights and duties of DEPARTMENT personnel.~~
- ~~e. The Operating Procedures of the National City Community and Police Relations Commission as authorized by the City Council.~~
 - ~~a-j. f. National City Municipal Code Title 16 City Boards, Commissions and Committees Chapter 16.04 Community and Police Relations Commission.~~

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Community & Police Relations Commission Bylaws- Revised January 10, 2008
 Revised August 20, 2015
 Revised August 16, 2018
 Revised September 16, 2021

ATIONAL CITY COMMUNITY AND POLICE RELATIONS BYLAWS

ARTICLE I – THE COMMISSION

Section 1. Name of Commission

The name of the Commission shall be the “National City Community and Police Relations Commission” (hereinafter referred to as the “Commission”).

Section 2. Mission Statement

It is the intent of the Mayor and City Council that because of our actions, the relations between the citizens of the City of National City (“hereinafter referred to as the “City”) and the National City Police Department will improve, and positive communications and cooperation between the National City Police Department and community will be facilitated.

Based on this intent, the Commission’s mission will be to:

- (1) provide a forum for citizens to voice their concerns about police conduct, practices and policies;
- (2) examine police practices and policies as they pertain to conduct issues; and
- (3) identify opportunities to ameliorate adversity between the National City Police Department and citizen complaints.

Section 3. Duties

The duties and responsibilities of the Commissioners shall be:

- a) Participating in orientation and training activities at least two times per year, that may include: reviewing of Department and IAD policies and procedures; attending the Department or County of San Diego Citizens' Academy; completing “ride-alongs” with Officers; attending recruiting and academy workshops; the annual National Association for Civilian Oversight of Law Enforcement (NACOLE) Conference; attending training opportunities available to NCPD officers including but not limited to investigative practices, the Psychiatric Emergency Response Team (P.E.R.T.), de-escalation, racial bias, implicit bias, Department practices; and other relevant training opportunities.
- b) Serving for a term of ~~two~~ three years, subject to reappointment by Council. Upon expiration of term, a Commissioner shall serve until re-appointed or replaced.
- c) Attending Commission meetings, except when excused for good cause.
- d) Serving staggered terms to better ensure continuity. A lottery shall be held during the next regularly scheduled meeting following the adoption of these procedures to establish the term of each Commissioner currently appointed. No more than four voting Commissioners shall be appointed to three years terms as a result of the lottery, all others shall be appointed to a term of one-year. All Commissioners will remain eligible for reappointment upon expiration of their term.
- e) Annually electing a chair and vice-chair from among the Commissioners.

- f) Adopting operating policies and procedures as necessary and appropriate to carry out their duties in a fair and unbiased manner.
- g) Receive and monitor or investigate citizen complaints regarding police conduct, but without interfering with the administration of the police department.
- h) Request and receive supplemental information from the police department regarding citizen complaints and such other matters as the commission may request.
- i) Allow parties the opportunity to mediate their disputes.
- j) Make recommendations to the city council regarding additional duties that the commission may perform.
- k) Make an annual report of its activities, findings and recommendations to the city council.
- l) Advise on police department operations, and make recommendations on police policy issues.
- m) Conduct investigations and hold public hearings. The commission has the power to examine witnesses under oath and compel their attendance or production of evidence by subpoena issued in the name of the city and attested by the city clerk. It shall be the duty of the chief of police to cause all such subpoenas to be served, and refusal of a person to attend or testify in answer to such a subpoena shall subject the person to prosecution in the same manner as set forth by law for failure to appear before the city council in response to a subpoena issued by the city council.
- n) Each member of the commission shall have the power to administer oaths to witnesses.
- o) Keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record unless the city attorney determines otherwise.

Section 4. Membership

A. Composition

The Commission shall be comprised of eight (8) individuals selected according to the process outlined in Section 3.02 of the CPRC Operating Procedures. Of the eight members, seven (7) shall be voting members, and one (1) shall be a non-voting member. Of the seven voting members, five (5) shall be residents of the City of National City. The non-voting member shall be a member of the National City Police Officers' Association.

B. Terms of Membership

The terms of the members shall be for three (3) years, subject to reappointment by the City Council. The term of the member from the National City Police Officers' Association shall be for three (3) years with the option of reappointment by their organization (POA). Upon expiration of term, a member shall serve until re-appointed or replaced.

C. Termination of Membership

Membership in the Commission shall automatically terminate in the event that:

- 1) The member's term has expired. If a term expires, the member can either continue until reappointment or replacement; or
- 2) The member shall have been absent from the number of Commission meetings specified in these Bylaws.

D. Removal of Members

A member may be removed by a majority vote of the Commission and subsequently the City Council.

E. Resignation

Any Commission member may resign at any time by giving written notice to the Chairperson. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

F. Filling of Vacancies

In the event a vacancy occurs on the Commission by reason of death, resignation, removal or termination, such vacancy shall be filled according to the process outlined in Section 3.02 of the CPRC Operating Procedures, with new members so appointed having to meet the qualifications set forth in Article I, Section 4(a). Persons appointed to fill vacancies shall fill the unexpired terms of their predecessors.

ARTICLE II – OFFICERS

Section 1. Officers

The officers of the Commission shall consist of a Chairperson and a Vice Chairperson, and shall be elected in the manner set forth in this Article II. In addition, the Commission may create and fill, in the manner set forth in this Article II, such other offices as it deems necessary.

Section 2. Chairperson

The Chairperson shall preside at all meetings of the Commission, working with the Vice Chairperson and in consultation with the City staff, shall submit such agenda recommendations and information that are reasonable and proper for the conduct of the business affairs and policies of the Commission. The Chairperson shall sign all resolutions, approved minutes, and other legal documents of the Commission (if any). The Chairperson shall be a resident of National City. The Commission shall not have a current, former or immediate family member of a National City Police Officer serve as Chairperson. Immediate family member is defined as a parent, spouse, domestic partner, offspring or sibling of a National City Police Officer.

Section 3. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the Chairperson's absence. The Vice Chairperson shall be a resident of the National City. The Vice Chairperson shall be a

resident of National City. The Commission shall not have a current, former or immediate family member of a National City Police Officer serve as Chairperson. Immediate family member is defined as a parent, spouse, domestic partner, offspring or sibling of a National City Police Officer.

Section 4. Additional Duties

The officers of the Commission shall perform such other duties and functions as may from time to time be required by the Commission, the Operating Procedures, the Bylaws or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

Section 5. Election

The Chairperson and Vice Chairperson shall be elected by a majority of the members of the Commission at its last regularly scheduled meeting each calendar year. The terms of the Chairperson and Vice Chairperson shall be one year.

Section 6. Vacancies

Should the offices of the Chairperson or Vice Chairperson become vacant, the Commission shall elect a successor from among the Commission members at the next regular or special meeting, and such office shall be held for the unexpired term of said office.

ARTICLE III – MEETINGS

Section 1. Regular Meetings

The Commission shall schedule and conduct at least four meetings per year for the purpose of exercising the authority and responsibility delegated to it in the Operating Procedures. The Commission shall meet on the third Thursday of the month for which a meeting has been called by the Chairperson at 6:00 p.m. in the Council Chambers of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated. The agenda for each regular meeting shall be posted by City staff at least 72 hours in advance consistent with the requirements of the Ralph M. Brown Act and the City's customary procedures.

Section 2. Special Meetings

Special meetings and/or hearings may be held upon call of the Chairperson, Vice Chairperson or of the majority of the membership of the Commission, for the purpose of transacting any business designated in the call, after notification of all members of the Commission by written notice personally delivered or by mail at least 24 hours before the time specified in the notice for a special meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Chairperson a written waiver of notice, and as to any member who is actually present at the time the meeting convenes. Additionally, City staff shall be responsible for the posting of the agenda of the special meeting in the four (4) locations designated

in Section 1 at least 24 hours prior to the time specified in the notice for the meeting, and for providing copies of the notice of meeting to the news media. At such special meeting, no business other than that designated in the call shall be considered.

Section 3. Adjourned Meetings

Any meeting of the Commission may be adjourned to an adjourned meeting without the need for additional notice or agenda, provided that the adjournment indicates the date, time and place of the adjourned meeting, and provided that the adjourned meeting occurs not more than five (5) calendar days after the meeting for which notice and agenda requirements were met. Commission members absent from the meeting at which the adjournment decision is made shall be notified by the Chairperson of the adjourned meeting.

Section 4. All Meetings to be Open and Public

All meeting of the Commission shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings except as otherwise provided by law. Nothing contained in these Bylaws shall be construed to prevent the Commission from holding closed sessions during a meeting concerning any matter permitted by law to be considered in closed session provided the Commission complies with the conditions and procedures provided by law for closed sessions. All meetings shall be limited to no more than three (3) hours unless a majority of the membership, by vote, agrees to request additional time.

Section 5. Quorum

The powers of the Commission shall be vested in the members thereof in office from time to time. A majority of the members of the Commission qualified and eligible to vote shall constitute a quorum for the purpose of conducting the Commission's business, exercising its powers and for all other purposes, but less than a majority of the members of the Commission may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority of the members of the Commission qualified and eligible to vote shall be required for approval of any question brought before the Commission.

Section 6. Excused and Unexcused Absences

Membership in the Commission shall terminate if a member has two (2) consecutive unexcused absences from meetings, whether regular or special, or four (4) absences from regular or special meetings, in a three (3) year term. A member's absence may be excused if prior to the meeting from which said member will be absent, said member notifies the Chairperson or Designee of intent to be absent and the reason therefore. At each meeting, after the roll has been called, the Chairperson shall report to the Commission the name of any member who has so notified of their intent to be absent and the reason for such absence. (Illness being an example of an excused absence from a regularly scheduled meeting and prior plans being an example of an excused

absence from a special meeting or a meeting where the date or time is changed). The Commission shall approve or disapprove requests for excused absences.

Section 7. Order of Business

The following shall be the order of business at regular meetings of the Commission:

- 1) Roll Call
- 2) Approval of Minutes of previous meeting
- 3) Public Comment
- 4) Action Items
- 5) Adjournment

Section 8. Minutes

Minutes of the Commission shall be in writing. Copies of the Minutes of each Commission meeting shall be made available to each member of the Commission. Minutes shall be made available to the public, unless they are privileged and confidential items. Approved Minutes shall be filed in the official Book of Minutes of the Commission.

Section 9. Rules of Order

Except as provided in these Bylaws and the Commission's Operating Procedures, all business and matters before the Commission shall be transacted in conformance with Rosenberg's Rules of Order (Newly Revised).

Section 10. Committee Reports

Oral and written reports of the Commission, including resolutions adopted by the Commission, shall include a report of the position of the minority of the Commission as well as the majority. When applicable, an indication of the relative size of the majority and the minority for each such report shall be included within the report.

Section 11. Docketing of Items for Agenda

During any regularly scheduled or special meeting, a Commissioner may propose an item for inclusion on the agenda of a future Commission meeting. During public comment, members of the public may also request items to be included on future Commission agendas. Determination as to whether an item shall be included on a future agenda shall be made by a majority vote of the Commission. Final determination regarding placement of Commission-approved agenda items will be made by the Chairperson and Vice Chairperson working in consultation with City staff.

ARTICLE IV – REPRESENTATION BEFORE PUBLIC BODIES

Any official representations on behalf of the Commission before the City Council or any other public body shall be made by the Chairperson, the Vice Chairperson in the Chairperson's absence,

or a member of the Commission specifically so designated by the Commission pursuant to the Ralph M. Brown Act.

ARTICLE V – SUBCOMMITTEES

Section 1. Establishment

The Commission shall have the authority to, and may, establish subcommittees as necessary to accomplish the purposes set forth in Section 3 of Article I of these Bylaws.

Section 2. Membership

Each subcommittee shall be composed of a minimum of two (2) but not more than three (3) members of the Commission.

Section 3. Appointment of Members

Members on a subcommittee shall be appointed by the Chairperson of the Commission by a majority vote of the Commission.

Section 4. Officers and Meetings

Subcommittee chairpersons shall be designated by the Chairperson of the Commission from among the Commission members appointed to the subcommittee. Each subcommittee shall elect a vice chairperson, and shall establish the date, time and place for meetings to conduct the subcommittee's business.

Section 5. Subcommittee Reports

From time to time, subcommittees shall submit reports to the Commission, which reports summarize the subcommittee's activities, findings and/or recommendations on matters for which the subcommittee was established.

ARTICLE VI – AMENDMENTS

Section 1. Amendment of Bylaws and Operating Procedures

The Bylaws and Operating Procedures of the Commission may be amended upon the affirmative vote of a majority of the voting seated members but no such amendment shall be adopted unless at least seven (7) days' written notice thereof has previously been given to all members of the Commission. Notice of amendment shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE VII- ORDER OF PRECEDENCE

Section 1. Conduct of Affairs

The COMMISSION will observe all applicable requirements of state and local law, including the following, which have been summarized as follows, listed in hierarchical order:

- a. United States Constitution
- b. California Constitution
- c. California Statutes and Codes, including but not limited to the Government Code (Ralph M. Brown Act, Section 54950 et seq.: and Public Safety Officers Procedural Bill of Rights, Sections 3300-3311, Chapter 9.7”), Division 4, Title 1), Penal Code (PC), Health and Safety Code, and Vehicle Code (VC)
 - i. Penal Code Sections 832.5 and 832.7
- d. National City Municipal Code Title 16 City Boards, Commissions and Committees Chapter 16.04 Community and Police Relations Commission.
- e. National City – City Council Administrative and Operating Policies
- f. Memorandum of Understanding (MOU) between City of National City and National City Police Officers Association
- g. National City Police Department rules and procedures, which govern the rights and duties of DEPARTMENT personnel.
- h. The Bylaws of the National City Community and Police Relations Commission as authorized by the City Council
- i. The Operating Procedures of the National City Community and Police Relations Commission as authorized by the City Council
- j. Rosenberg’s Rules of Order

#####

Community & Police Relations Commission Bylaws
CPRC Amended October 7, 2021

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING PROPOSED AMENDMENTS TO THE COMMUNITY AND POLICE RELATIONS COMMISSION (CPRC) OPERATING PROCEDURES AND BYLAWS

WHEREAS, the City Council considered the Community and Police Relations Commission (“CPRC”) Operating Procedures and Bylaws on February 7, 2006; and

WHEREAS, the consensus of the City Council was to have CPRC adopt and amend its Bylaws; and

WHEREAS, on February 18, 2021, the CPRC established a subcommittee to review and provide recommendations on the Operating Procures and Bylaws; and

WHEREAS, on October 7, 2021, the CPRC sub-committee provided its proposed edits to the full CPRC on the Operating Procedures and Bylaws; and

WHEREAS, on October 7, 2021, the CPRC approved Operating Procedures and Bylaws by a majority vote (4 members in favor, 2 abstentions);

WHEREAS, the CPRC requests the City Council approve its Operating Procedures and Bylaws as amended.

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

Section 1. Approves the proposed amendments to the Community and Police Relations Commission (“CPRC”) Operating Procedures and Bylaws attached hereto as Exhibit A.

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 16th day of November, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

ARTICLE III. Community and Police Relations Commission

Section 3.02:

The "human rights organization" position has been removed in order to have consistency across all CPRC documents (Municipal Code, Bylaws, and the Operating Procedures).

The Commission shall be comprised of eight (8) individuals appointed by the Mayor with the approval of the City Council. Of the eight members, seven (7) shall be voting members, and one (1) shall be a non-voting member. Of the seven voting members, five (5) shall be residents of the City of National City. The one nonvoting member shall be a member of the National City Police Officers' Association POA.

Vacancies:

(a) The Commission shall solicit applications through the City Clerk, the City Office of Community Services, the established Neighborhood Councils, the Council, and the general public.

(b) The City Manager shall appoint a committee to review applications and recommend an appropriate number of nominees to fill impending vacancies. The committee shall consist of two Commission members not applying for reappointment and one member of the community at-large identified by the City Clerk. This committee shall serve as the interview panel as needed.

(c) Selection criteria shall include a record of community involvement and the absence of any real or perceived bias or conflict of interest.

(d) The application review committee shall recommend nominees to the Council for appointment, together with such nominees as the Council may wish to submit and consider.

(e) When selecting Commissioners, consideration should be given to appointments that will cause the group to reflect the demographic make-up of the City as best practicable. The final nominees selected by Council for appointment will be required to pass a criminal background check performed by an agency other than the Department prior to their actual appointment.

(f) In the event the Council fails to appoint a nominee, the City Manager shall initiate the process again within 30-days after the Council action.

Section 3.04:

(a): Language added in include additional options by which one could fulfill the requirement for two annual training or orientation activities.

(b) and (d): Throughout the operating procedures and bylaws it was noted that the term of a commission appointment is three years, not two, so those changes were included.

(g), (h), (i), (j), (k), (l), (m), (n): The language here mirrors that of the bylaws which itself is taken from the municipal code. Therefore consistent across all three documents (Municipal Code, Bylaws, and the Operating Procedures).

Proposed Bylaws Amendments:

ARTICLE I – THE COMMISSION:

Section 3. Duties

The language here mirrors that of the operating procedures which itself is taken from the municipal code. Therefore the duties/responsibilities of the CPRC are consistent across all three documents (Municipal Code, Bylaws, and the Operating Procedures).

Section 4. Membership

B. Terms of Membership: Language added to formalize the National City Police Officer Association (NC-POA) Commissioners' term with no term limit, and re-appointment by the discretion of National City Police Officers Association. This amendment was approved by NC-POA.

ARTICLE II – OFFICERS

Section 2. Chairperson

Language added to align with City Council Police #107 Appointments to Board and Commissions that only National City residents may be elected to Chair, and Vice-Chair positions. Additional language was added that *the Commission shall not have a current, former or immediate family member of a National City Police Officer serve as Chairperson. Immediate family member is defined as a parent, spouse, domestic partner, offspring or sibling of a National City Police Officer.*

Section 3. Vice Chairperson

Language added to align with City Council Police #107 Appointments to Board and Commissions that only National City residents may be elected to Vice Chair, and Vice-Chair positions. Additional language was added that *the Commission shall not have a current, former or immediate family member of a National City Police Officer serve as Vice Chairperson. Immediate family member is defined as a parent, spouse, domestic partner, offspring or sibling of a National City Police Officer.*

Section 5. Election

Language added to formalize the annual election schedule for the last regular meeting of each calendar year for the Chair and Vice Chair positions.

ARTICLE III – MEETINGS

Section 11. Docketing of Items for Agenda

This section was added to formalize the docketing of agenda items.

During any regularly scheduled or special meeting, a Commissioner may propose an item for inclusion on the agenda of a future Commission meeting. During public comment, members of the public may also request items to be included on future Commission agendas. Determination as to whether an item shall be included on a future agenda shall be made by a majority vote of the Commission. Final determination regarding placement of Commission-approved agenda items will be made by the Chairperson and Vice Chairperson working in consultation with City staff.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California amending City Council Manual Policy No. 107. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.

ITEM TITLE:

Adopt a Resolution of the City of National City, California Amending City Council Manual Policy No. 107 (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk

PHONE: (619) 336-4225

APPROVED BY: *Shelley Chapel*

EXPLANATION:

As per Council Policy #101, the City Council Policy Manual should be reviewed on an annual basis, and updated as necessary. Staff brought forward a number of changes to the City Council Policy Manual which were approved by City Council at the October 5, 2021 City Council meeting.

Staff is now returning with changes to Policy No. 107 and will return with other City Council Manual Policies that require clerical changes as minor clean-up in early 2022. In addition, specific departments will be bringing changes to select policies in 2022 as they will require additional collaboration between departments.

Attached is a report with staff recommendations regarding City Council Policy 107. The policies referred to are attached and redlined which include staff recommendations and notes.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving amended City Council Policy Manual Updates to Policy No. 107.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- A – Explanation
- B – City Council Policy 107 - Red Line
- C - Resolution

Background

Earlier this year, a project team consisting of the Assistant City Manager, Assistant City Attorney and Deputy City Clerk completed a review of the complete City Council Policy Manual. A cumulative staff review of the City Council Policy Manual has not been completed in a number of years. Staff brought forward a number of changes to the City Council Policy Manual which were approved by City Council at the October 5, 2021 City Council meeting.

Staff is returning with changes to Policy No. 107 and will return with other policies that require clerical changes as minor clean-up in early 2022. In addition, specific departments will be bringing changes to select policies in 2022 as they will require additional collaboration between departments.

Below is a high-level overview of some of the staff recommendations regarding City Council Policy 107. The policies referred to are attached and redlined which include staff recommendations and notes.

Clerical changes are included for consistency throughout the manual and follow the City style guides and procedures.

Prior Policy Amendments have been added to the end of each policy to provide a historical reference to prior changes made.

Staff Recommendations

POLICY #107 – APPOINTMENTS TO BOARDS, COMMISSION AND COMMITTEES

PURPOSE:

Page 1 of 9 – Mayor’s Appointments/City Council Appointments

Housing Advisory Committee – Remove as Mayoral Appointment and change to City Council Appointment. The current appointment process outlined in City Council Policy 107 is inconsistent with Municipal Code Chapter 16.

POLICY:

Appointment Process:

Page 1 of 9 - Vacancies

C (2) – Unscheduled Vacancy:

Currently policy allows for end of term members of Boards, Commissions and Committees to be appointed twice per year, March and September. Staff proposal would be to hold any vacancies as a result of resignations in the interim be held over for appointment until the next cycle, unless the vacancy results in a lack of quorum, in

which case the appointment could occur at the time of unscheduled vacancy in accordance to procedure #107.

This would be a more efficient use of City Council time for appointments to consolidate them together. In addition, the onboarding for new members would allow staff to provide an organized onboarding process including training, and Oath of Office. This could occur during an evening to allow those who work to attend.

The onboarding would consist of the City Attorney and Deputy City Clerk providing training on Brown Act, Social Media Training, Political Reform Act, FPPC Form 700 Filing, TargetSolutions overview of the required training (AB1234 Ethics, Sexual Harassment, and COVID-19), Rules of Order, City Council Policy #119, provide the Bylaws of their BCC, introduce them to their lead, provide a sample of the BCC agenda/minutes, operating procedures and the Oath of Office administered by the City Clerk/Deputy City Clerk. There would not be a Brown Act violation because they are from different BCCs and never more than 2 per at a time. Members of the CPRC would also sign the Disclosure Agreement as required.

Page 2 of 9 - Implementation

D (2, 4, 5, 7, 8, 9, 10, and 11) – Implementation:

Grammatical cleanup in language, and clarifying language added to sections Notices, Applications, and Interview Process.

2. Notice. Placement of Vacancy Notices and public notice in the newspaper.

4. Applications. Clarifying language as to the length of time an application will be held, it is the date of the application submitted and one year following.

5. Grammatical cleanup.

7. Grammatical cleanup providing clarification.

8. Clarification of a “few minutes” to “time allowed for clarification at the discretion of the City Council.”

9. Vacancies. Grammatical cleanup.

10. Re-appointment – Grammatical cleanup.

11. Report to Council – Grammatical cleanup and restating information regarding the redaction of personal information to align with the Government Code Section 6255(a).

Page 6 of 9 – Resignations, Attendance, Training and Removals:

Resignation:

A letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

Attendance:

Adding language to address absenteeism that inhibits the BCCs from conducting meetings due to lack of quorum.

Adding language addressing the fact that regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

In addition, some suggestions for City Council to consider regarding excused v unexcused and what percentage of absenteeism is excessive.

Removal:

If attendance or absences fall within guidelines of removal, the Office of the City Clerk will prepare a report to the City Council for review and possible removal of the Commissioner, Member, or Alternate. Removal would be by a simple majority vote of the City Council at a regularly scheduled Council meeting.

Page 8 of 9 – Mandatory Training and Filing Requirements

As an appointee of the legislative body certain responsibilities and concomitant training and reporting are required. A list of the current training is provided. All training and filings are assigned and tracked by the City Clerk's Office. Over sixty (60) members with eight (8) requirements per appointee equals over 480 trainings to assign and track. If a member chooses not to comply they receive multiple emails and notifications from the City Clerk's Office, this is a labor intensive process and without consequences or accountability some members have chosen to ignore the correspondence. Currently there are 21 members with three (3) or more requirements unmet, of those nine (9) members have not completed any of the required trainings.

If the staff recommended changes to the policy were implemented those people would be referred to the City Council for review and possible removal.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission 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~~
- 4.3. Park, Recreation, and Senior Citizens Advisory Committee
- 5.4. Public Art Committee
- 6.5. Sweetwater Authority
- 7.6. Traffic Safety Committee
- 8.7. Veterans and Military Families Advisory Committee

City Council Appointments:

1. Civil Service Commission
2. Planning Commission
- ~~2.3. Housing Advisory Committee including Ex-Officio Members~~
- 3.4. 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, 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.
 - ~~2.~~ 2. ~~Unscheduled vacancy.~~ An unscheduled vacancy shall be filled according to

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees

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ADOPTED: June 17, 1986

AMENDED: February 2, 2021

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 eOffice of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms.

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

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

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

The City Council fills vacancies on these bodies.

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

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expiration date, and the position's necessary qualifications. It shall also include a list of all ~~b~~Boards, ~~e~~Commissions, and ~~e~~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~~ a public notice for vacancies must be placed in the ~~adjudicated~~ newspaper of general circulation within the City, ~~uses for legal noticing advertising appointive vacancies, on~~ the City's website, City Hall Bulletin Boards, and City social media platforms.
3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.;
4. Applications. Applications shall be Aavailable on the City website and in the City Clerk's Office. Submissions must be received 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 the date the application was submitteding. During the one-year retention period of the application, an applicant shall 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~~an applicant applies~~ for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat, and a vacancy will occur per policy.
6. 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:

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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~~shall either propose an alternative candidate from the current application pool, or ~~could~~ choose to reopen the application period and return to the City Councils at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:

- a. The City Clerk will provide an overview of the Board, Commission, ~~and/or~~ Committee(s) with current vacancy(ies); ~~†~~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 time allowed for clarification at the discretion of the City Council ~~a few minutes for clarification,~~ Not more than not to exceed ten (10) minutes total per applicant.
- e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to

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inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

If, the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with the name of each 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 the 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~~ member of the Board, Commission, or Committee.

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

11. Report to Council:

All applications received for vacancies, ~~no matter whether~~ Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with ~~law, Under~~ Government Code Section 6255(a) because the public interest served by not disclosing the applicant's personal, private information and protection of the applicant's right to privacy outweighs the public interest served by disclosing that information. 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

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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 exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

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

14. Resignations, Attendance, Training, and Removals

Resignation:

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

Attendance:

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

1. A Commissioner or Member of a Board, Committee, or Commission with

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unexcused absences from three consecutive regularly scheduled meetings.

2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences

An "excused absence" is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate

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sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of -Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards/, Commissions/, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

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

Removal:

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

Appointing Authority

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

Article XX of the California Constitution, and California Government Code Section 36507

California Government Code Section 53235.(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees

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AMENDED: February 2, 2021

Prior Policy Amendments:

May 19, 2020

November 9, 1993 (Resolution 93-173)

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes

October 8, 2013 (Resolution No. 2013-147)

May 19, 2020 (Resolution 2020-20)

RESOLUTION NO. 2021-

**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING AMENDED CITY COUNCIL POLICY MANUAL UPDATES TO POLICY
NO. 107**

WHEREAS, City of National City (“City”) City Council Policy requires an annual review of the City’s Council Policy Manual; and

WHEREAS, having completed the annual review of the City’s City Council Policy Manual, City staff requests City Council authorize updates to Policy No. 107.

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

Section 1: Authorizes updates to the following City Council Policies: Policy No. 107 – Appointments to Boards, Commissions and Committees.

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 16th day of November, 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, California authorizing various fiscal year 2022 first quarter budget adjustments. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 16, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing various fiscal year 2022 first quarter budget adjustments.

PREPARED BY: Paul Valadez, Budget Manager

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept the staff report and adopt the resolution authorizing fiscal year 2022 supplemental General Fund appropriations in the amount of \$1,437,473 and offsetting revenue of \$784,824.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

1. Staff report
2. Resolution
3. Exhibit "A" – Recommended First Quarter Budget Adjustments, Fiscal Year 2022



City Council Staff Report

November 16, 2021

ITEM

Resolution of the City Council of the City of National City authorizing various fiscal year 2022 first quarter budget adjustments

BACKGROUND

As part of the City of National City's Strategic Plan objective to provide consistent financial reports, this staff report presents an update on the City's financial operations for the first quarter of fiscal year 2022.

DISCUSSION

Budgets are projections based on known and anticipated future revenues and expenditures. Throughout the year, staff monitor and analyze revenues and expenditures, develop projections, and provide periodic financial reports to the City Council, City Manager, and department directors. The totals presented herein reflect revenue and expenditure totals for the period of July 1st through September 30th for the current and prior years.

1st Quarter Fiscal Year 2022

The fiscal year 2022 adopted budget authorized a use of General Fund unassigned fund balance of \$3.7 million. Since it is early in the fiscal year, the ability to project year-end revenue and expenditure totals and actual use of fund balance is limited. The most useful information at the end of the first quarter is a comparison of the fiscal-year-to-date totals of the City's major revenue sources and expenditure categories for the period for the current and prior fiscal years. This information is summarized in the tables below.

Revenues

Revenue Source	FY 22	FY 21
Sales & Use Tax	\$ 1,727,081	\$ 1,629,774
District Transactions & Use Tax	\$974,972	\$1,006,841
Property Tax	\$44,614	\$ 64,457
Property Tax in Lieu of VLF	-	-
Other Revenues	\$1,049,182	\$1,418,639
Total	\$ 3,795,849	\$ 4,119,710

The sales & use tax and district transactions & use tax revenue amounts shown are those distributed to the City by the State in September for July sales activity. Fiscal year 2022 sales & use tax and district transaction & use tax revenues are \$65,000 higher than fiscal year 2021's through the end of the first quarter. Although it is too early to draw definitive conclusions from this limited data, this aligns with the latest outlook provided by the City's sales tax consultant for an accelerated recovery for sales tax, particularly in the auto sales and general consumer goods categories.

Fiscal year 2022 property tax revenue for the first quarter, consisting primarily of payments related to unsecured and supplemental property tax bills, is \$20,000 lower than that of fiscal year 2021 for the period, as a result of lower amounts due and paid at the beginning of the current fiscal year. While the revenue is low for both years, this is normal at this point of the year, as the largest portions of property tax revenues are typically received in December and April, corresponding to tax payment due dates. Early reports from the County indicate that secured property taxes, the most significant component of the Property Tax category, will be in line with the City's adopted budget.

Because the distribution of property tax in lieu of VLF revenue occurs in January and May, no allocation of this revenue was received in the first quarter of the current or previous fiscal year. However, staff estimates this revenue will be \$7.7 million in fiscal year 2022 compared to \$7.6 million in fiscal year 2021.

First quarter fiscal year 2022 revenues in the "Other Revenues" category are \$369,000 lower than for fiscal year 2021 at the same point in time. The decrease is primarily due to the receipt of \$383,000 in Coronavirus Relief Funds from the State of California in the first quarter of fiscal year 2021.

Expenditures

Expenditure Type	FY 22	FY 21
Personnel Services	\$15,292,067	\$ 14,733,097
Maintenance & Operations (M&O)	\$716,456	\$1,227,892
Capital Projects	\$220,770	\$196,677
Internal Service Charges	\$1,909,594	\$1,942,967
Total	\$18,138,887	\$ 18,100,633

Personnel Services costs in the General Fund are \$560,000 more than fiscal year 2021's through the first quarter. The primary driver of this is an increase of \$642,000 in the prepayment of the unfunded accrued liability ("UAL") portion of the City's annual pension contribution. The other contributing factors are standard payroll expenditures including salaries, retirement, and health insurance increased by a total of \$112,000. A \$195,000 retention incentive pay given to employees in lieu of salary increases in 2021 reduces the variance between the fiscal years. If we disregard this one-time payment, the Personnel Services category would show a \$754,000 increase compared to the same time period last year. These costs are being continuously monitored and projections will be compared to the budget in the mid-year budget status report.

Fiscal-year-to-date 2022 M&O expenditures as of September 30th are \$511,000 lower than in fiscal year 2021. This is attributable to a \$278,000 net decrease in expenses for contractual services and \$84,000 decrease in professional services across all General Fund departments. The other main driver of the M&O decrease was \$97,000 paid for hotel accommodations for residents displaced by the USS Bonhomme Richard fire in July of 2020. There was no similar expenditure this fiscal year.

Capital outlay expenditures are \$24,000 higher than first quarter 2021 due to slightly higher spending on capital improvement projects.

Internal service charges for the first quarter of fiscal year 2022 are \$33,000 lower than the same point last fiscal year. This is primarily due to a decrease in annual budgeted building services charges and information systems maintenance charges.

Conclusion / Budgetary Outlook

As noted above, the adopted fiscal year 2022 planned use of General Fund unassigned fund balance is \$3.7 million. At such an early point in the fiscal year, the ability to project year-end revenue and expenditure totals and actual use of fund balance is limited. A clearer picture can be drawn mid-year when the City will have received multiple months of sales tax receipts and received our initial secured property tax allocation in December.

Staff will continue to monitor revenues and expenditures and will provide information regarding comparisons to the budget and the prior year in future staff reports to the City Council. The next report will be the mid-year budget status report that will include projections to year-end for revenues and expenditures and their combined estimated impact on unassigned fund balance.

BUDGET ADJUSTMENTS

During the quarterly budget review process, the Finance Department, in conjunction with City department staff, identified budget adjustments necessary due to expenses unanticipated during the annual budgeting process. The attached schedule (“Exhibit ‘A’”) details the recommended adjustments. The recommendation section below provides a summary of those adjustments by account group and fund.

RECOMMENDATION

Authorize the City Manager to approve budget adjustments up to the following amounts:

- **General Fund**
 - Expenditures
 - \$1,273,473 Personnel Services
 - \$164,000 Maintenance & Operations
 - Revenues
 - \$784,824 Other Revenues

FISCAL IMPACT

Approval of the recommended General Fund budget adjustments will result in additional General Fund appropriations of \$1,437,473. The adjustments are partially offset by \$784,824 in revenue for a net impact of \$652,649 on the unassigned fund balance of the General Fund.

RESOLUTION NO. 2021 –

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF NATIONAL CITY
AUTHORIZING VARIOUS FISCAL YEAR 2022
1st QUARTER BUDGET ADJUSTMENTS

WHEREAS, on June 1, 2021, the City Council of the City of National City adopted Resolution No. 2021-68, adopting the budget for fiscal year 2022; and

WHEREAS, as part of the 1st quarter review process, the Finance Department reviewed the first three months for actual revenues and expenditures; and

WHEREAS, the 1st quarter budget review was presented to the City Council and members of the public on November 16, 2021; and

WHEREAS, the City Manager has requested approval of the Recommended 1st quarter Budget Adjustments (“Exhibit ‘A’”); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the fiscal year 2022 Recommended 1st quarter Budget Adjustments (“Exhibit ‘A’”) and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2022 Budget.

PASSED and ADOPTED this 16th day of November, 2021.

Alejandro Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM

Charles E. Bell Jr., City Attorney

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2022

Department	Appropriation Account	Appropriation Amount	Revenue Amount	Net Use of Fund Balance
General Fund (001)				
Human Resources	Maintenance & Operations	155,000	-	155,000
• Unanticipated costs associated with employee matters				
City Clerk	Maintenance & Operations	9,000	-	9,000
• Unanticipated increase in translation services				
City Attorney	Personnel Services	34,570	-	34,570
• Hourly wages not included in City Attorney budget due to budgeting error				
Police	Personnel Services	454,079	-	454,079
• Salary adjustments and personnel services costs associated with implementing the October POA salary survey				
Fire	Personnel Services	784,824	784,824	-
• Reimbursement submission to Cal Fire for STRIKE Team deployments				
General Fund Total		1,437,473	784,824	652,649

**FIRST QUARTER FISCAL YEAR 2022
BUDGET REVIEW**

November 16, 2021



**Brad Raulston
City Manager**

**Paul Valadez
Budget Manager**

Fiscal Year 2022

1st Quarter



Revenues – FY22 vs FY21

Revenue Source	FY 22	FY 21	Difference
Sales & Use Tax	\$ 1,727,081	\$ 1,629,774	\$ 97,307
District Transactions & Use Tax	974,972	1,006,841	(31,868)
Property Tax	44,614	64,457	(19,843)
Property Tax in Lieu of VLF	-	-	-
Other Revenue	1,049,182	1,418,639	(369,457)
Total	\$ 3,795,849	\$ 4,119,710	\$ (323,862)

Expenditures – FY22 vs FY21

Expenditure Type	FY 22	FY 21	Difference
Personnel Service	\$ 15,292,067	\$ 14,733,097	\$558,970
Maintenance & Operations	716,456	1,227,892	(511,436)
Capital Projects	220,770	196,677	24,093
Internal Service Charges	1,909,594	1,942,967	(33,373)
Total	\$ 18,138,887	\$ 18,100,633	\$ 38,254

Supplemental Appropriations

Department	Appropriation Account	Appropriation Amount	Revenue Amount	Net Use of Fund Balance
General Fund (001)				
Human Resources	Maintenance & Operations	155,000	-	155,000
City Clerk	Maintenance & Operations	9,000	-	9,000
City Attorney	Personnel Services	34,570	-	34,570
Police	Personnel Services	454,079	-	454,079
Fire	Personnel Services	784,824	784,824	-
General Fund Total		1,437,473	784,824	652,649

Next Steps

- Begin the Fiscal Year 2023 CIP and Operating Budget Development Process in November 2022
- Present Council with Fiscal Year 2022 Mid-Year status report in mid-March 2022

Questions



RESOLUTION NO. 2021 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
CALIFORNIA AUTHORIZING THE VARIOUS FISCAL YEAR 2022 1st QUARTER
BUDGET ADJUSTMENTS**

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 2021-68, adopting the budget for the Fiscal Year 2022; and

WHEREAS, as part of the 1st quarter review process, the Finance Department reviewed the first three months for actual revenues and expenditures; and

WHEREAS, the 1st quarter budget review was presented to the City Council and members of the public on November 16, 2021; and

WHEREAS, the City Manager has requested approval of the recommended 1st Quarter Budget Adjustments (“Exhibit ‘A’”); and

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

Section 1. Approves the Fiscal Year 2022 recommended 1st Quarter Budget Adjustments (“Exhibit ‘A’”) and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2022 Budget.

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 16th day of November, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr.

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2022

Department	Appropriation Account	Appropriation Amount	Revenue Amount	Net Use of Fund Balance
General Fund (001)				
Human Resources	Maintenance & Operations	155,000	-	155,000
• Unanticipated costs associated with employee matters				
City Clerk	Maintenance & Operations	9,000	-	9,000
• Unanticipated increase in translation services				
City Attorney	Personnel Services	34,570	-	34,570
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• Reimbursement submission to Cal Fire for STRIKE Team deployments				
General Fund Total		1,437,473	784,824	652,649

The following page(s) contain the backup material for Agenda Item: [Update on implementation of the Parking Action Plan for Downtown National City. \(Community Development\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: [November 16, 2021]

AGENDA ITEM NO. |

ITEM TITLE:

[Update on implementation of the Parking Action Plan for Downtown National City.]

PREPARED BY: [Armando Vergara, Community Development Director]

DEPARTMENT: [Community Development]

PHONE: [619-336-4415]

APPROVED BY: _____



EXPLANATION:

See attached summary report.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

[N/A]

ENVIRONMENTAL REVIEW:

[N/A]

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

[Accept and file the report, which provides a status update on the implementation of the Downtown Parking Action Plan.]

BOARD / COMMISSION RECOMMENDATION:

[N/A]

ATTACHMENTS:

1. [Summary report w/ attachments]



Update on Implementation of Parking Action Plan for Downtown National City

Background

In 2016, the City of National City (City) began the process of updating the Downtown Specific Plan to support higher density, mixed-use, smart growth development in the urban core, while preserving the community character of the surrounding residential neighborhoods. Emphasis was placed on creating complete streets for improved walkability, bicycling and transit, with enhanced connections to the regional transit station on W. 8th Street. A key component of the Specific Plan Update was to present a comprehensive parking management plan for Downtown National City. Staff from various departments, together with specialized transportation planning and parking consultants, performed the following tasks: completed an existing conditions assessment of parking conditions, analyzed future needs based on proposed redevelopment, researched best practices for parking management and enforcement, and engaged residents, local businesses and prospective developers through workshops, focus groups and surveys to gain a better understanding of challenges, needs and opportunities.

This initial work resulted in preparation of a Parking Action Plan (PAP), which serves as the first phase of implementation of the Parking Management Plan presented in Chapter 5 of the Downtown Specific Plan, which was adopted by City Council on November 7, 2017, via Ordinance No. 2017-2441. The PAP identified the following parking management strategies:

Parking Enforcement

- Route Management – develop a schedule to maximize coverage and frequency considering existing staff resources and hierarchy of duties to ensure consistent and efficient enforcement
- Enforcement Technology – purchase new electric parking enforcement vehicle equipped with license plate recognition technology to provide more efficient parking enforcement

Parking Capacity

- Angled Parking – convert parallel parking to angled parking to increase parking capacity

- Oversized Vehicle Parking Prohibitions – prohibit oversized vehicle parking on Roosevelt Avenue to increase parking capacity for employees and customers of local business and future residents

Parking Utilization

- Online Permit Parking Management System – implement online system to better facilitate issuance of parking permits, customer service and database management
- Residential Permit Parking – expand residential permit parking zones within the neighborhoods north and south of E. 8th Street to reduce spillover parking from businesses along E. 8th Street
- Parking Meters – install single space parking meters on E. 8th Street between National City Blvd and “D” Avenue, and “A” Avenue between E. 7th Street and E. 9th Street to increase parking turnover for local businesses and allow for more efficient enforcement

The PAP was presented to, and unanimously supported by, the Traffic Safety Committee on June 14, 2017. The PAP was then presented to City Council and the public at the Downtown Initiatives Workshop on June 20, 2017. City Council voted unanimously in support of Resolution No. 2017-103 adopting the PAP for Downtown National City as an initial step towards addressing existing and future parking demand and directed staff to take all necessary actions for PAP implementation, including, but not limited to, continued public outreach, data collection and reporting. The adopted PAP is attached to this report.

Implementation

Role of the Parking Authority

While the City Council provided direction and initial funding for PAP implementation, the Parking Authority plays a key role in ensuring the parking management program is sustainable by leveraging assets such as the 15.08-acres parcel located at the southwest corner of Sweetwater Road and Plaza Bonita Center Way (APN 564-471-11), using its power to acquire and sell land, managing revenues from parking enforcement, and building up fund balance to implement parking management solutions. For example, on October 16, 2018, staff brought forward an agenda item seeking execution of a three-year Agreement with IPS Group for \$320,000 for parking management equipment and software support, which was executed by the Mayor through City Council adoption of Resolution No. 2018-183. Subsequently, on May 21, 2019, via Resolution No. 2019-75, the City Council authorized a loan from the General Fund to the Parking Authority Fund in the amount of \$320,000 to make payments to IPS Group as services are rendered, per the terms of the Agreement.

This loan, which provided fund balance to allow the Parking Authority to make the necessary investments in parking resources and infrastructure, will ultimately increase the unassigned fund balance of the General Fund by the payment of interest over time.

Focused General Plan Update

As part of the City's Focused General Plan Update, the City contracted with WSP to reassess existing parking conditions and demand, perform case studies of parking management strategies and best practices used by other local agencies (such as the cities of San Diego and Chula Vista), and reviewed the parking management strategies identified in the PAP. The results of their research and findings, which are summarized in the attached Task B and C technical memorandums, validate the proposed parking management strategies for Downtown National City and provide guidance for implementation.

Progress Made

Over the past four years, City staff has made notable progress on PAP implementation. The following is a summary of key accomplishments:

- Installed angled parking in residential neighborhoods surrounding 8th Street to increase parking capacity
- Installed 1-hour time restricted parking along the north end of National City Blvd to provide uniformity for businesses and their customers and to facilitate more efficient parking enforcement
- Installed 30-minute parking on portions of "A" Avenue to encourage higher parking turnover to support local businesses
- Researched and piloted License Plate Recognition (LPR) technology through a service agreement with IPS Group to improve parking enforcement capabilities
- Implemented an on-line parking permitting system for residential permit parking and Recreational Vehicle Permits through a service agreement with IPS Group
- Researched parking meter technologies, pricing and enforcement tools
- Reviewed and updated parking citations and fee schedule to present to City Council after the holidays
- Drafted necessary updates to Title 11 Vehicles and Traffic of the National City Municipal Code to allow for implementation of remaining PAP strategies.

Next Steps

With the opening of the new market at 8th Street and "A" Avenue and new mixed-use development projects such as "8th and B", demand for parking will continue to increase in the Downtown. Staff has been working diligently to finalize schedule and pricing to pilot single-space, smart meter technology on portions of 8th Street and "A" Avenue consistent with the PAP to create higher parking turnover for the market and other local businesses, while providing more flexibility for customers.

To mitigate potential spillover parking into surrounding residential neighborhoods from higher-density redevelopment such as the new “8th and B” project, staff is finalizing updates to Title 11 to provide authority and criteria to create new permit parking districts. The districts will improve parking utilization during the day, while providing long-term residents with preferential parking in the evenings. The Title 11 update will also provide authority to install and enforce parking meters and include other revisions to support final implementation of the PAP. Staff plans on bringing forward the Title 11 update with ordinances and latest fee schedule after the holidays. Over the next several months, staff will perform additional field surveys and observations to verify parking conditions and potential impacts from redevelopment, confirm locations for PAP implementation, and obtain feedback from businesses, customers and residents.

Attachments:

- A – Downtown Parking Action Plan
- B – Task B Technical Memorandum
- C – Task C Technical Memorandum



National City

Downtown Parking Action Plan

June 2017

Introduction

National City's dense and compact urban form makes it a suitable environment for mixed-use and pedestrian friendly-development, and the urban core is well-served by multi-modal transportation options including public transit service that allows for many local and regional trips to be made without a car. National City desires to build on these existing assets and investments by pursuing "smart growth" planning and infrastructure policies to incentivize development patterns that are more environmentally and financially sustainable. By encouraging new development to occur around existing public transit nodes and bike/pedestrian infrastructure, National City is endeavoring to better accommodate projected future growth while minimizing quality of life impacts (e.g. traffic congestion) and fiscal impacts (e.g. new road infrastructure) associated with conventional, auto-dependent, sprawling development.

In order to achieve its smart growth vision, the City is undertaking a number of initiatives, including preparation of a comprehensive Parking Management Plan as part of an update to the Downtown Specific Plan. In order to provide a proactive approach to parking management for Downtown National City, the following Parking Action Plan or "PAP" has been prepared to initiate the first phase of implementation. The PAP is designed as a two-year parking pilot program that considers unique local conditions and national best practices to address existing and future parking demand.

PAP Strategies

The following parking management strategies are recommended for implementation over the next two years as part of a pilot program for Downtown National City:

Parking Enforcement

- Route Management – develop a schedule to maximize coverage and frequency considering existing staff resources and hierarchy of duties to ensure consistent and efficient enforcement
- Enforcement Technology – purchase new electric parking enforcement vehicle equipped with license plate recognition technology to provide more efficient parking enforcement

Parking Capacity

- Angled Parking – convert parallel parking to angled parking to increase parking capacity
- Oversized Vehicle Parking Prohibitions – prohibit oversized vehicle parking on Roosevelt Avenue to increase parking capacity for employees and customers of local business and future residents

Parking Utilization

- Online Permit Parking Management System – implement online system to better facilitate issuance of parking permits, customer service and database management

- Residential Permit Parking – expand residential permit parking zones within the neighborhoods north and south of E. 8th Street to reduce spillover parking from businesses along E. 8th Street
- Parking Meters – install single space parking meters on E. 8th Street between National City Blvd and “D” Avenue, and “A” Avenue between E. 7th Street and E. 9th Street to increase parking turnover for local businesses and allow for more efficient enforcement

Parking Enforcement

Consistent and efficient parking enforcement is critical to ensuring an effective parking management system. Inconsistent time restricted parking zones and lack of new technology has negatively impacted parking enforcement in Downtown National City. National City parking enforcement officers have recently transitioned to using handheld devices to expedite the process of issuing citations. The PAP recommends upgrading to the latest technology that links the handheld devices to an intuitive backend system to automate the citation process.

In addition, the PAP recommends purchasing a new electric parking enforcement vehicle equipped with license plate recognition (LPR) technology. LPR technology allows for more efficient parking enforcement by simply scanning license plates and time stamping the images to verify whether or not parked vehicles have exceeded posted time restrictions. This technology, coupled with the new handheld devices and backend system, will allow parking enforcement officers to cover more zones in less time to ensure frequent, efficient enforcement.

Parking Capacity

Recent parking surveys within the residential neighborhoods north and south of E. 8th Street identified opportunities to expand parking capacity by converting parallel parking to angled parking. The PAP recommends striping angled parking on one side of the street consistent with the locations illustrated in Figure 1, which would result in a net gain of approximately 220 on-street parking spaces.

As illustrated in Figure 2, the PAP also recommends prohibiting oversized vehicle parking on Roosevelt Avenue to increase parking capacity for employees and customers of local business, and future residents.

Parking Utilization

Maximizing parking utilization is a key component to a successful parking management program. The approach consists of implementing a variety of parking strategies to increase access to local businesses during the day, while providing overnight parking for residents after business hours. The PAP recommends implementing parking meters in business districts, combined with time restricted parking zones within one block of the meters and residential permit parking for the surrounding neighborhoods. These strategies should be implemented simultaneously, and only after ensuring appropriate resources are in place to provide consistent and effective enforcement, in order to ensure a successful pilot program.

The locations for installation of single space parking meters are illustrated in Figure 3. Single space parking meters are warranted based on the results of recent parking surveys which

indicate existing parking occupancy ratios of 80% or greater during peak periods. Figure 4 illustrates the proposed locations for expansion of residential permit parking.

The PAP also recommends implementing an online permit parking management system to better facilitate issuance of parking permits, customer service and database management. The residential parking permits would be digitally linked to the LPR system using the license plates as the identifier. This will allow for more efficient enforcement and management.

A fee structure for the meters and residential parking permits will be established based on review of similar programs implemented by other cities in the San Diego region, while taking into account unique local conditions and national best practices. The establishment of residential permit parking district boundaries and fee structures for meters and permits will be presented as part of a new parking ordinance for the Downtown Specific Plan Area, which will go through a formal public hearing process.

Public Outreach

Extensive data collection (referenced above) and public outreach activities such as public surveys, City Council presentations, workshops and open house events, have been provided as part of the Downtown Specific Plan Update, which also includes preparation of a comprehensive Parking Management Plan. These efforts have led to the development of the PAP as a pilot program to evaluate implementation of new parking management strategies for National City's Downtown. Additional research, data collection and public outreach will continue as part of the pilot program.

PAP Implementation Schedule

As previously stated, the PAP pilot is anticipated to be a two-year program. All of the parking management strategies outlined above will be phased in during the first year, which provides for a minimum of one full year of evaluation to determine the effectiveness of the program. Those elements of the PAP such as adopting fee schedules and establishing residential permit parking district boundaries, which require subsequent City Council action, will go through the appropriate public notification and hearing processes.

Figure 1 – Locations for Conversion of Parallel Parking to Angled Parking

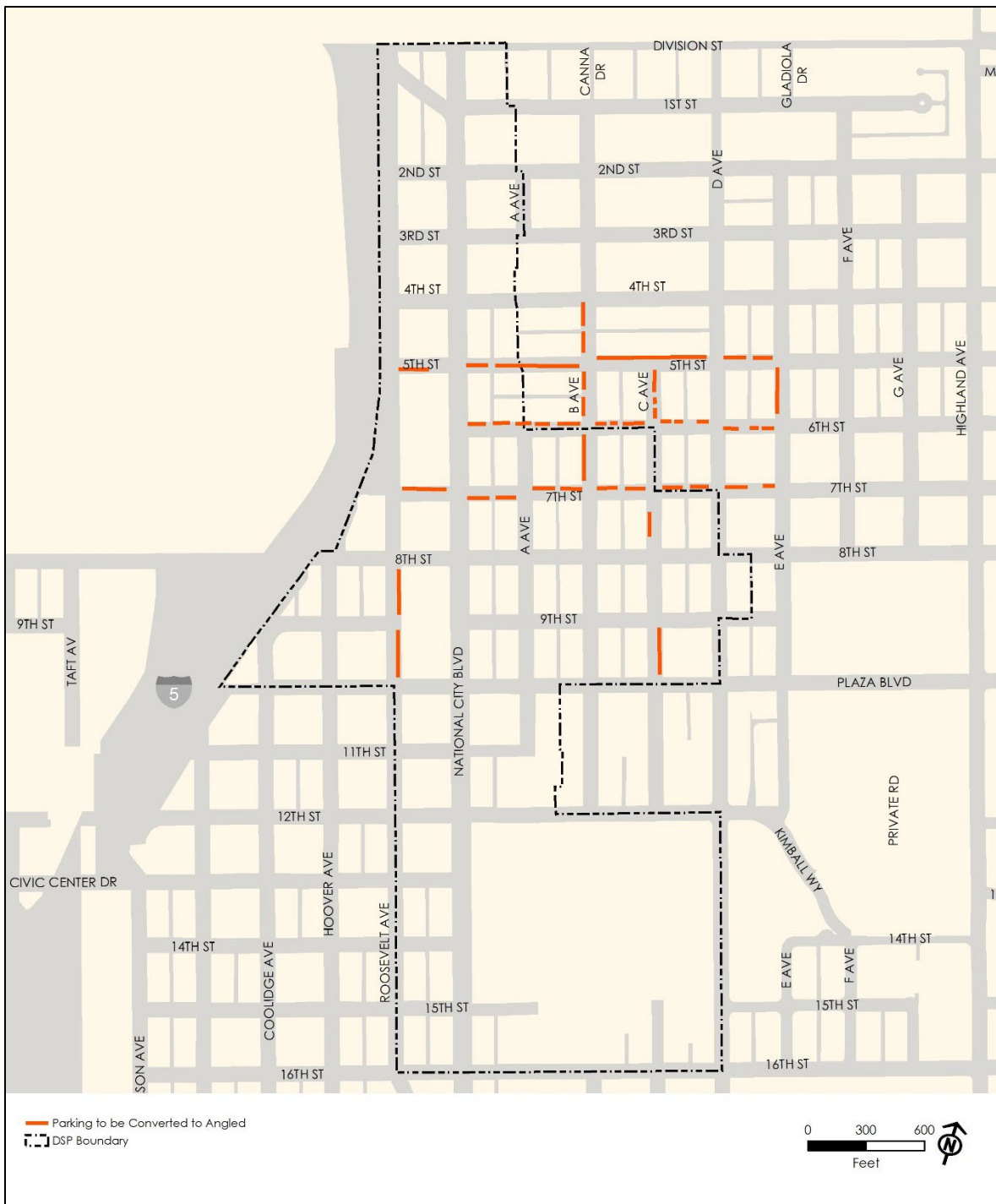


Figure 2 – Locations for Oversized Vehicle Parking Prohibitions

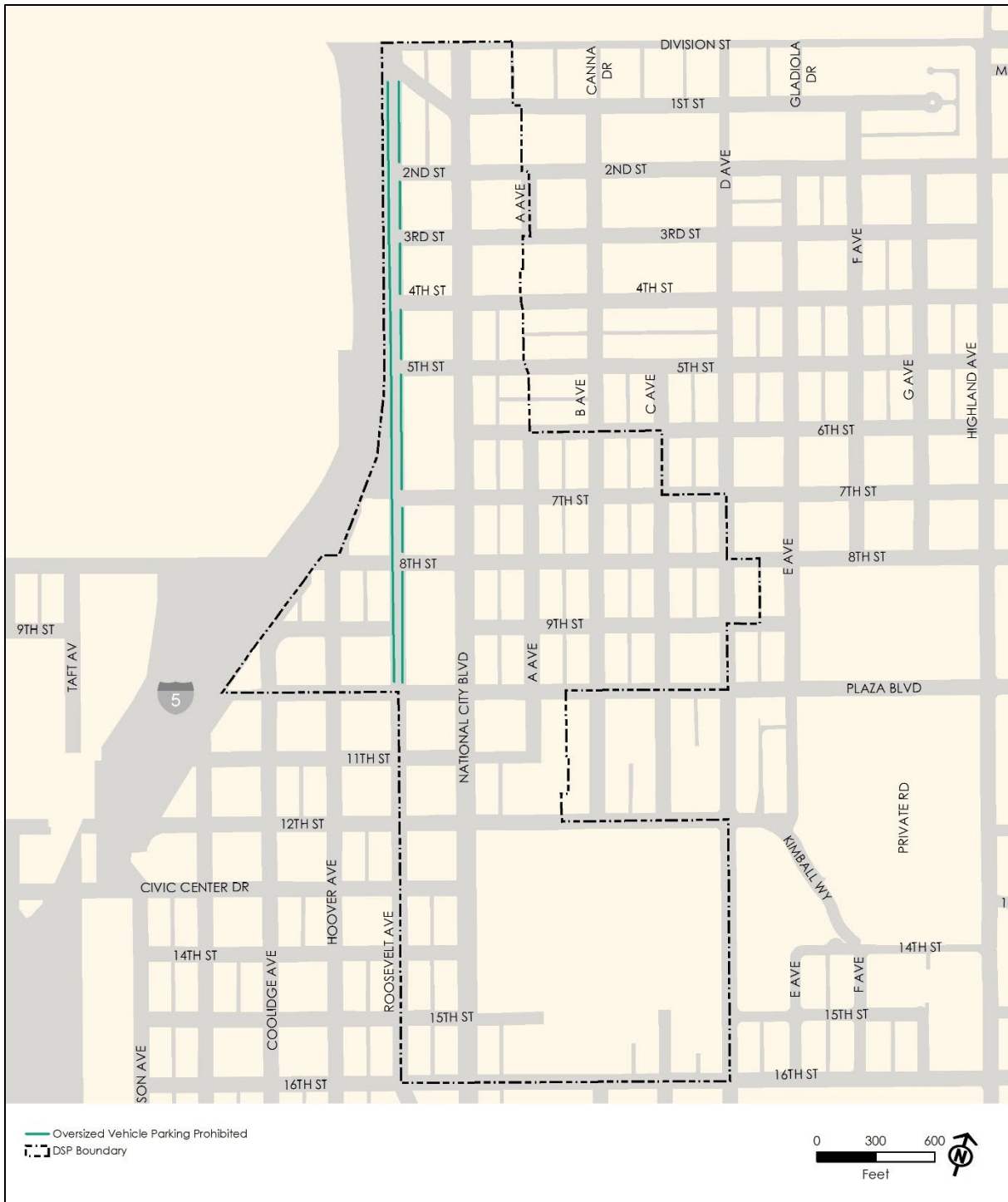


Figure 3 – Locations for Single Space Parking Meters and Time Restricted Parking

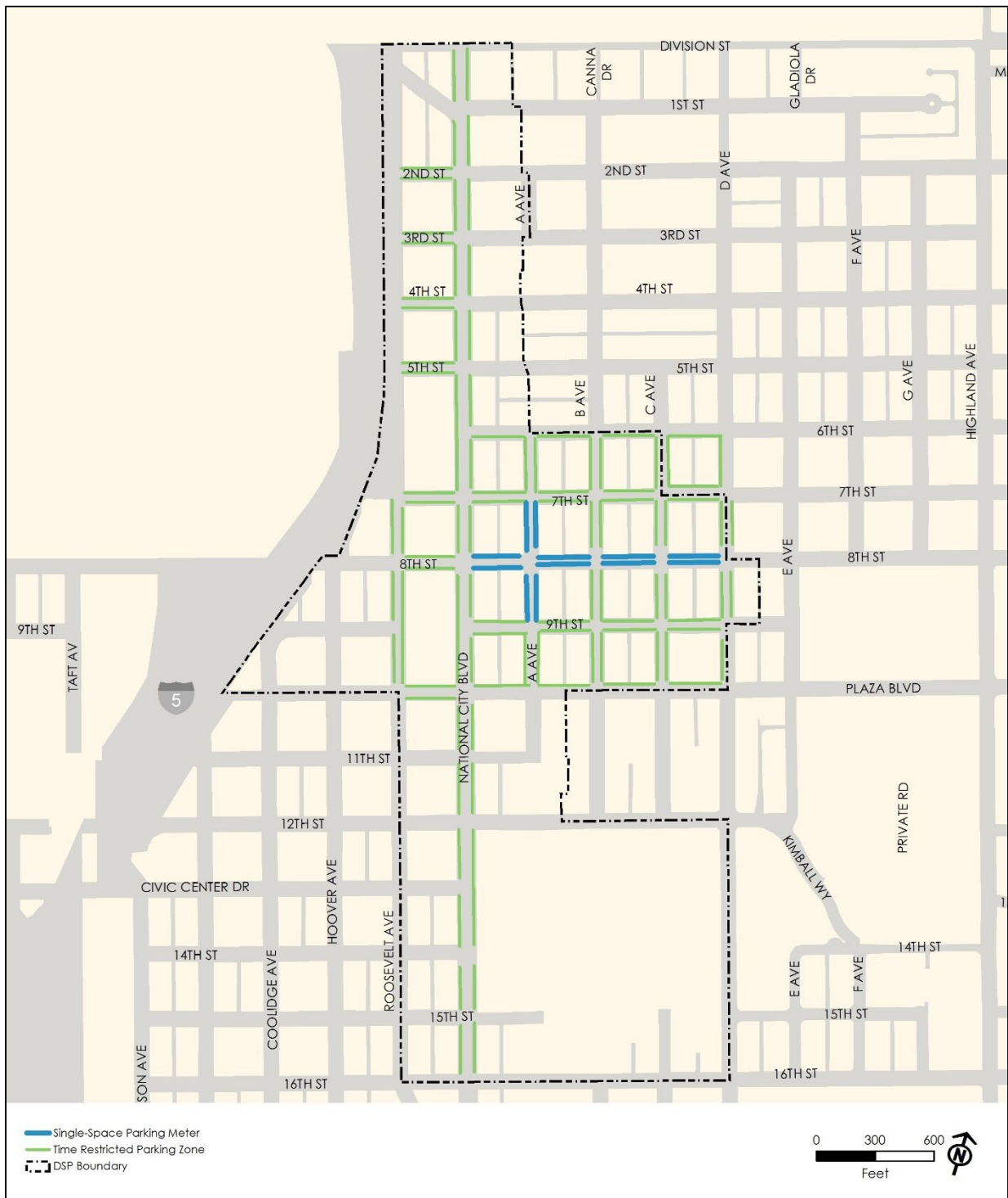
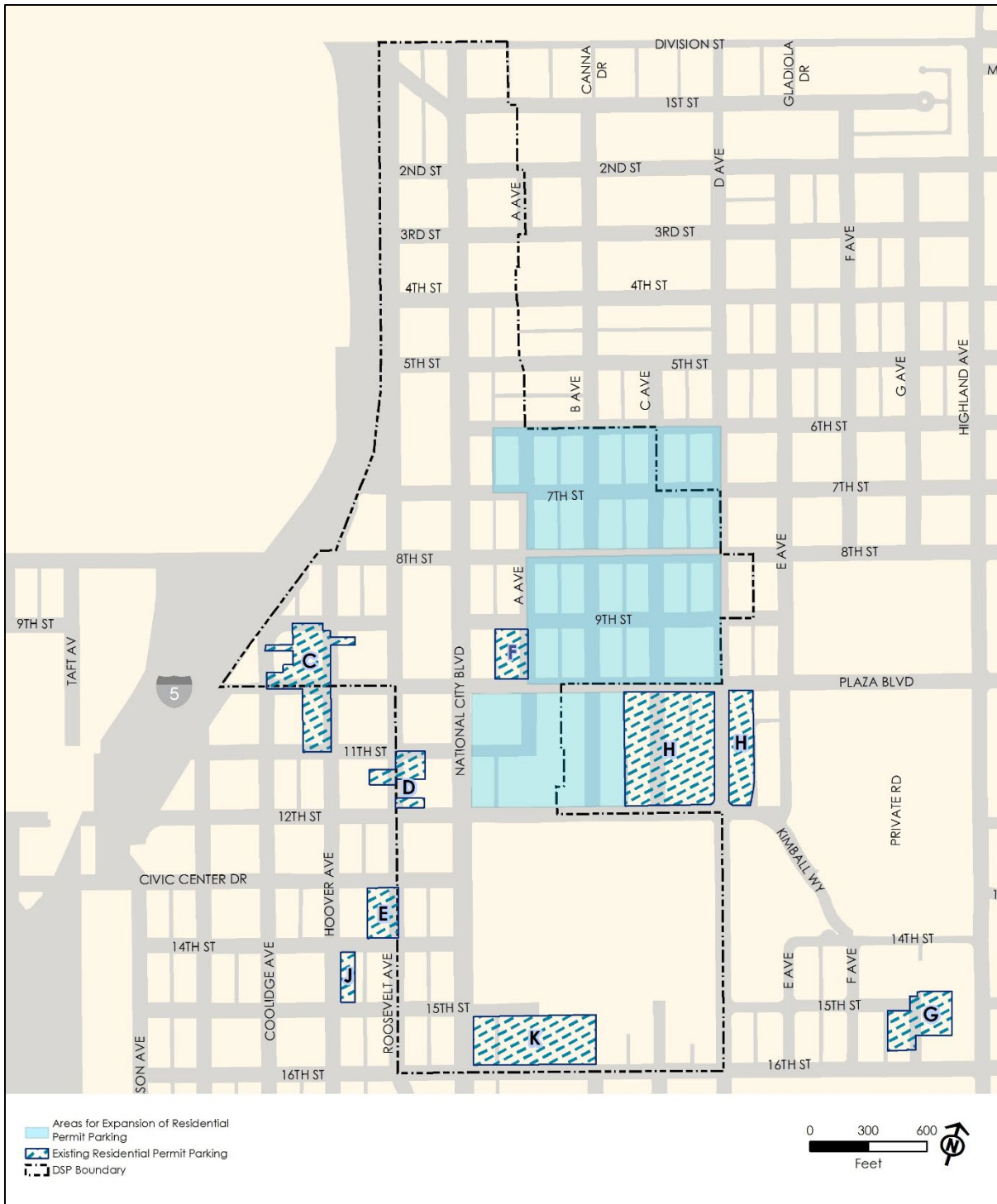


Figure 4 – Locations for Expansion of Residential Permit Parking



CITY OF NATIONAL CITY DEVELOPMENT OF PARKING POLICY & REGULATORY CRITERIA: TASK B TECHNICAL MEMORANDUM

Agreement No.: 30900049.005

Project Manager:

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San Diego, CA 92101
seth.torma@wsp.com

Client:

Armando Vergara
City of National City, CA
1243 National City Blvd.
National City, CA 91950
avergara@nationalcityca.gov

This document serves to inform city staff of the findings of issues and potential areas of improvement needed for the City of National City to implement an effective parking strategy. This document serves as the deliverable for Task B of the task order scope of work, and summarizes existing parking inventories, utilization, and challenges, as well as any other identified specific parking challenges.

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1.0 INTRODUCTION AND BACKGROUND

1.1 Background

The City of National City (City) has prepared multiple recent plans that have identified parking strategies to better manage parking and traffic for the downtown area. The Downtown Parking Action Plan (PAP) and Downtown Specific Plan identified key recommendations for parking infrastructure and policy changes. The City has not made significant steps towards implementing the recommended parking policy changes since 2017 due to barriers varying from lack of appropriate policy and procedures in place to develop and implement the changes to municipal code changes.

The City is expecting several large residential developments to open in 2021. It is expected that the existing on-street public parking supply will become strained due to the increase in parking demand attracted to the new developments. The City is interested in implementing parking management policy changes to mitigate potential on-street parking overflow and ensure efficient use of on-street parking.

1.2 Study Purpose and Goals

Study Purpose

The purpose of this study is to develop a set of focused policy and/or regulatory guidance to implement parking policy changes from the Downtown Parking Action Plan and the Downtown Strategic Plan.

Study Goals

- Parking Enforcement: Prepare strategies for coordinating parking enforcement with adjacent jurisdictions (e.g., Chula Vista's agreement with ACE Parking);
- Parking Capacity: Provide strategies for the consistent deployment and implementation of on-street parking regulations, curb markings, and/or related management strategies (e.g., when and why to install parking meters and/or implement pricing as a management tool); and
- Parking Utilization: Provide strategies to support the creation of new parking permit districts.

1.2 Purpose of This Report

The purpose of this report is to provide a background of the proposed parking changes identified in previous parking plans, present the findings from an independent analysis of the existing parking conditions, identify challenges related to implementation of the proposed changes, and outline specific parking challenges to be addressed by focus policy and regulatory criteria in Task C Memo. Section 2 summarizes previous parking studies and plans as well as concurrent, ongoing planning efforts. Section 3 presents an independent analysis of the existing baseline parking conditions, parking occupancy survey, and summary of new residential developments opening in the study area that will increase parking demand. Section 4 introduces the problem statement, lists challenges to implementation parking changes, and presents an initial list of strategies to be developed in the Task C Memo.

2.0 PREVIOUS PARKING STUDIES AND CONCURRENT PLANNING EFFORTS

The City has prepared multiple plans to analyze and plan for parking changes in the study area. In 2017, the City published the Downtown Parking Action Plan (PAP), which called for the implementation of parking management strategies on existing streets. The Downtown Specific Plan incorporates the PAP's proposed strategies into a broader plan for downtown National City. Currently, the City is updating the General Plan and Climate Action Plan as well as preparing a Transit Oriented District Overlay plan. These documents contain specific policy initiatives pertaining to parking supply management.

2.1 Downtown Parking Action Plan, June 2017¹:

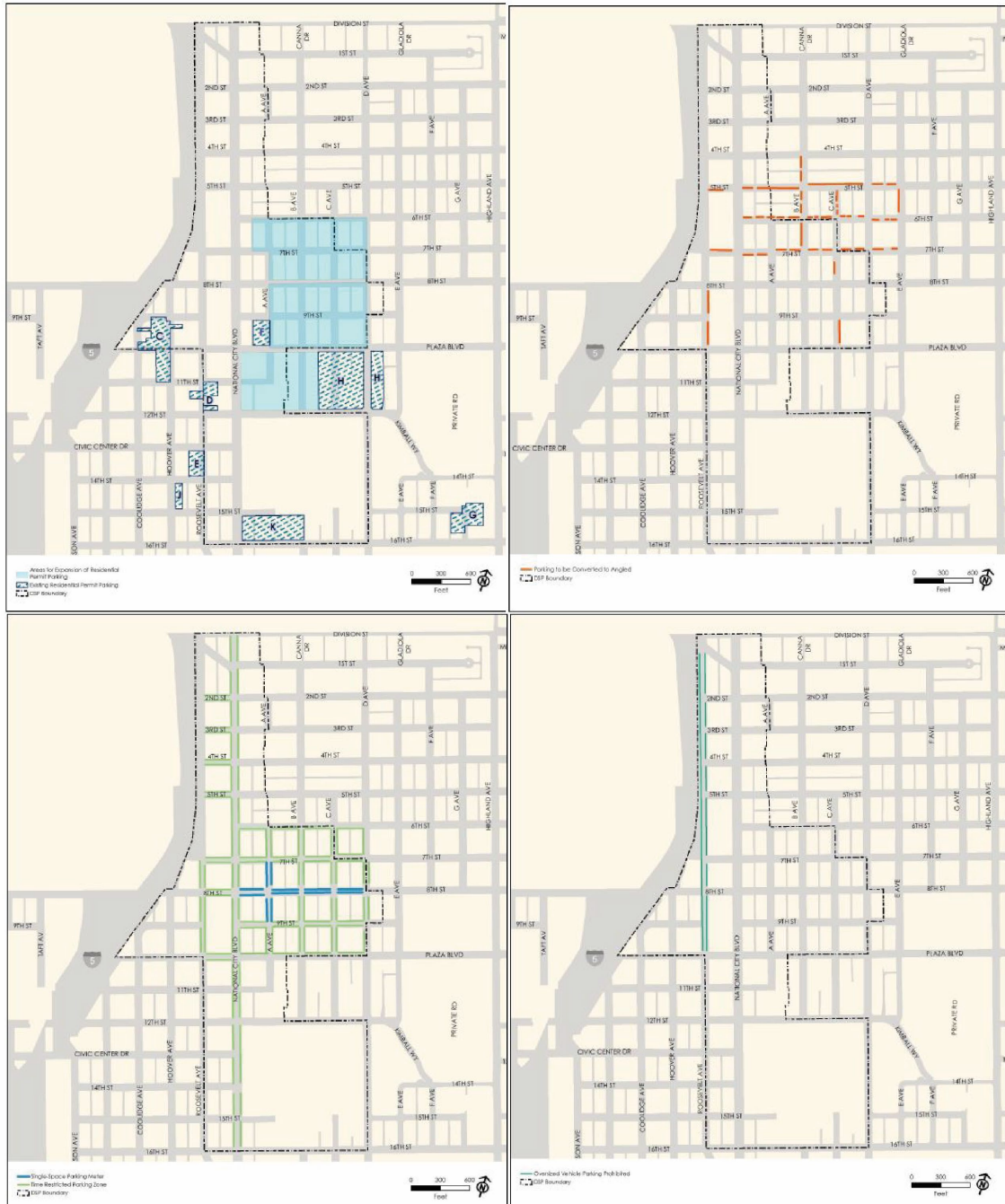
The PAP conducted a parking analysis of downtown National City and recommended implementing specific changes in parking infrastructure. The following are the recommended strategies from the PAP.

- **Parking Enforcement**
 - Route Management – develop a schedule to maximize coverage and frequency considering existing staff resources and hierarchy of duties to ensure consistent and efficient enforcement; and
 - Enforcement Technology – purchase new electric parking enforcement vehicle equipped with license plate recognition technology to provide more efficient parking enforcement.
- **Parking Capacity**
 - Angled Parking – convert parallel parking to angled parking to increase parking capacity; and
 - Oversized Vehicle Parking Prohibitions – prohibit oversized vehicle parking on Roosevelt Avenue to increase parking capacity for employees and customers of local business and future residents.
- **Parking Utilization**
 - Online Permit Parking Management System – implement online system to better facilitate issuance of parking permits, customer service and database management;
 - Residential Permit Parking – expand residential permit parking zones within the neighborhoods north and south of E. 8th Street to reduce spillover parking from businesses along E. 8th Street; and
 - Parking Meters – install single space parking meters on E. 8th Street between National City and “D” Avenue, and “A” Avenue between E. 7th Street and E. 9th Street to increase parking turnover for local businesses and allow for more efficient enforcement.

Four figures from the 2017 PAP are shown on Figure 1, including areas to install additional neighborhood permit parking, locations for single space meters and time restrictions, locations for oversized vehicle prohibitions, and locations for parallel to angled parking conversions.

¹ Parking Action Plan, National City, June 2017

Figure 1: 2017 Parking Action Plan Recommended



Clockwise from top left: Recommended parking permit expansion, recommended angled parking conversions, recommended oversized vehicle restrictions, and recommended parking meter installation areas. ²

² Source: Downtown Parking Action Plan, National City, June 2017.

2.2 Downtown Specific Plan, November 2017³:

The Downtown Specific Plan (DSP) presents an implementation plan for the parking strategies identified in the PAP as well as the full detail of the parking utilization survey. The parking chapter includes an existing conditions analysis, parking occupancy survey, case studies, and a detailed list of recommendations with a three-phase implementation plan over 20 years. Phased elements in the DSP are as follows:

Phase 1 (1-3 Years)

- Review enforcement program and ensure consistent enforcement
- Invest in enforcement technology
- Implement online permit management system
- Begin converting parallel parking to angled parking
- Review restrictions and fines
- Establish parking bonus system for off-street parking/shared parking
- Reform off-street requirements
- Establish paid parking
- Expand residential permit zones
- Implement oversized vehicle parking restrictions

Phase 2 (3-5 Years)

- Transition to digital permitting
- Complete angled parking conversion
- Implement active monitoring
- Enhance enforcement
- Implement parking/transit shuttle system
- Create parking manager position
- Initiate and refine the parking bonus system
- Integrate parking updates into budget
- Establish a downtown parking be
- nefit district
- Invest revenue

Phase 3 (5-20 Years)

- Add parking availability signage
- Establish In-lieu fees
- Continue active monitoring
- Plan infrastructure for autonomous vehicles
- Implement shares parking

³ Downtown Specific Plan, National City, November 2017.

<https://www.nationalcityca.gov/services/documents/general-plan/downtown-specific-plan>

Figure 2: 2017 Downtown Specific Plan Parking Implementation Phases⁴



⁴ Source: Downtown Specific Plan, National City, 2017.

2.3 General Plan Update and Climate Action Plan Update, Ongoing⁵:

The City of National City is embarking on a Focused General Plan Update and a Climate Action Plan Update. The General Plan serves as the guiding document for achieving the community's vision for the future. The General Plan was last updated in 2011. Since then new California state legislation and other regional and local changes have taken place. The Focused General Plan Update will provide residents and businesses the opportunity to shape the future direction of the City.

The elements of the General Plan that are being updated, including: Land Use and Community Character, Circulation (Transportation), Safety, and Housing. The City's Climate Action Plan is included in the update, as well. Climate Action Plans are comprehensive roadmaps that outline the specific activities an agency will undertake to reduce greenhouse gas emissions (GHGs). The integration of land use, transportation, and housing is important in the strategy of GHG reduction, which is why the City is taking a wholistic approach in updating these elements in conjunction with updating the Climate Action Plan.

2.4 Transit Oriented District Overlay [TODO]), Ongoing⁶:

The City of National City is developing the 24th Street Transit Oriented Development Overlay (TODO) plan. The TODO encompasses the area around the 24th Street Transit Center, generally from Plaza Boulevard to State Route 54 and Interstate 5 to Highland Avenue. The project will analyze land uses and develop an expanded vision for the area. This will include an enhanced public realm, transit-supportive land uses, and improved mobility and parking options. The TODO plan is currently in development and is planned for adoption in 2021.

2.5 Homefront to Waterfront Plan⁷

National City's Homefront to Waterfront Plan focuses on the physical barrier and division of National City created by Interstate 5. The freeway structure runs through the middle of National City and creates a physical and psychological barrier, inhibiting the ability to implement effective high-capacity transit in the downtown area. The plan focuses on creating a multi-modal transportation environment, with an emphasis on active transportation and multi-modal trips. The Plan introduces curb management policies, expanding the role of the curb from parking, including . passenger loading and unloading zones, commercial vehicle loading zones, parklets and food trucks, plantings, and storage for bus layovers or long-term parking. While these recommendations in the plan do not directly change previous work completed by the City in regard to parking regulation, it does include policy which may affect curb space in the Downtown Specific Plan boundaries.

⁵ General Plan and Climate Action Plan Update, National City, retrieved 2021, <https://www.nationalcityca.gov/community/focused-general-plan-update#:~:text=The%20Focused%20General%20Plan%20Update%20will%20provide%20residents%20and%20businesses,%2C%20Safety%2C%20and%20Housing>

⁶ Transit Oriented District Overlay, National City, retrieved 2021 <https://www.nationalcityca.gov/Home/Components/Calendar/Event/11928/43?toggle=all&npage=2> x

⁷ Homefront to Waterfront Plan, retrieved 2021, <https://www.nationalcityca.gov/government/homefront-to-waterfront-24th-st-i-5-bike-and-ped-bridge>

3.0 ANALYSIS OF PARKING CONDITIONS

This is an analysis of the existing parking conditions to supplement the existing conditions analysis conducted in the PAP. This analysis uses the same general boundary as the PAP, but due to data collection limitations, it does not include a comprehensive quantification of all streets within the PAP boundary. However, this represents a majority of parking in the primary focus areas of the study.

3.1 Existing Conditions

The following is a summary of the existing parking conditions. The City’s parking inventory includes on-street parallel parking and on-street angled parking within the boundaries of the downtown specific plan. These parking resources are regulated by Title 11 of the City’s Municipal Code. Additionally, there are several private off-street parking facilities.

3.1.1 On-Street Parking Facilities

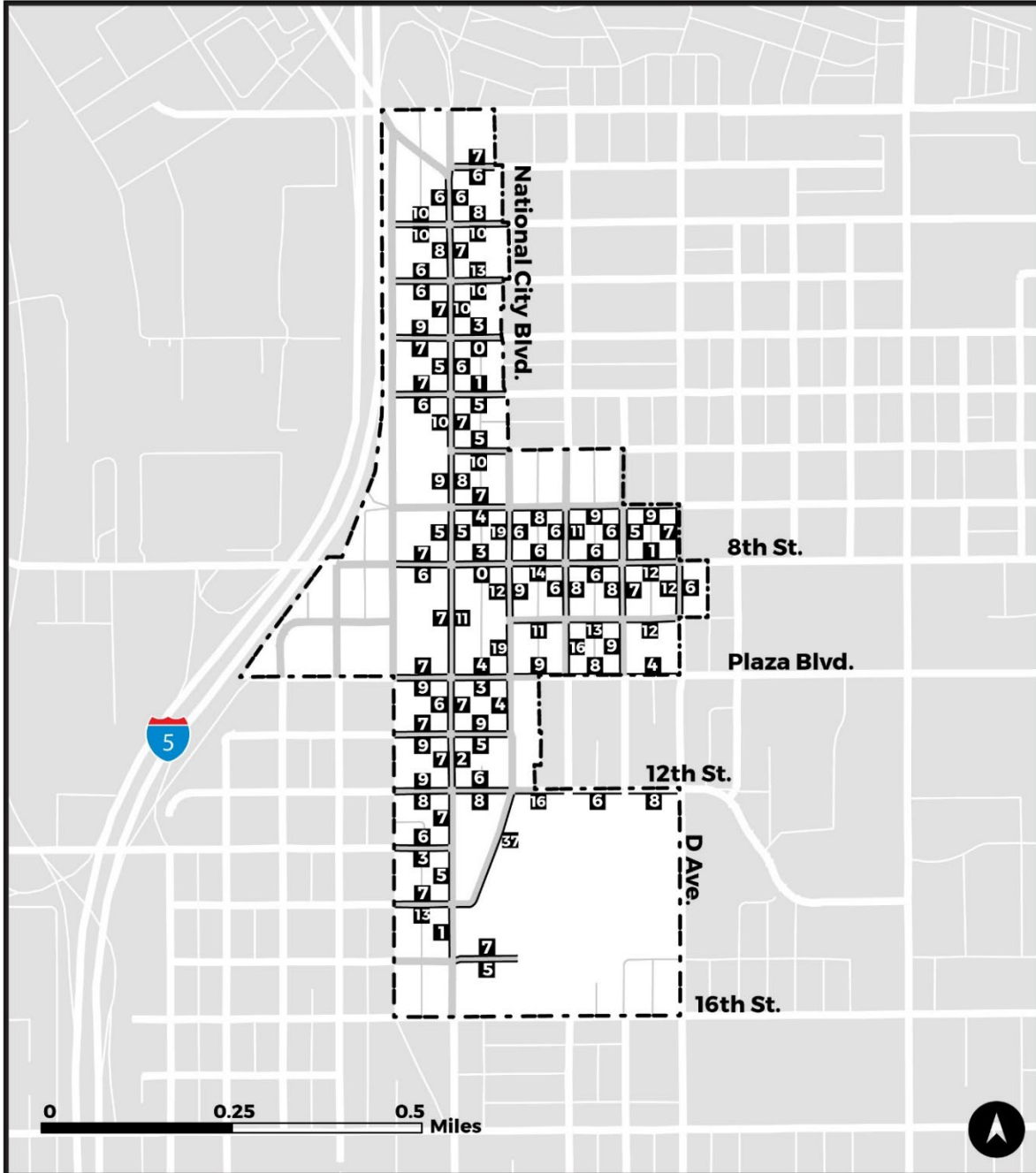
A total of 534 public on-street parking spots were surveyed within the study area. Most of the City’s inventory of on-street parking consists of parallel parking on both sides of the street. Angled parking is present in areas of greater parking demand in the central business district along 8th and 9th streets and A, B, and C Avenues as well as in the civic center along A Avenue. Table 1 presents an estimate of the inventory of on-street parking in the study area.

Table 1: Estimated Inventory of On-Street Parking in Study Area

Street	Spaces
National City Boulevard	203
7th Street	30
8th Street	16
9th Street	45
Plaza Boulevard	25
11th Street	9
12th Street	30
A Avenue	54
B Avenue	44
C Avenue	41
D Avenue	37
Total in Study Area	534

Source: National City/ WSP

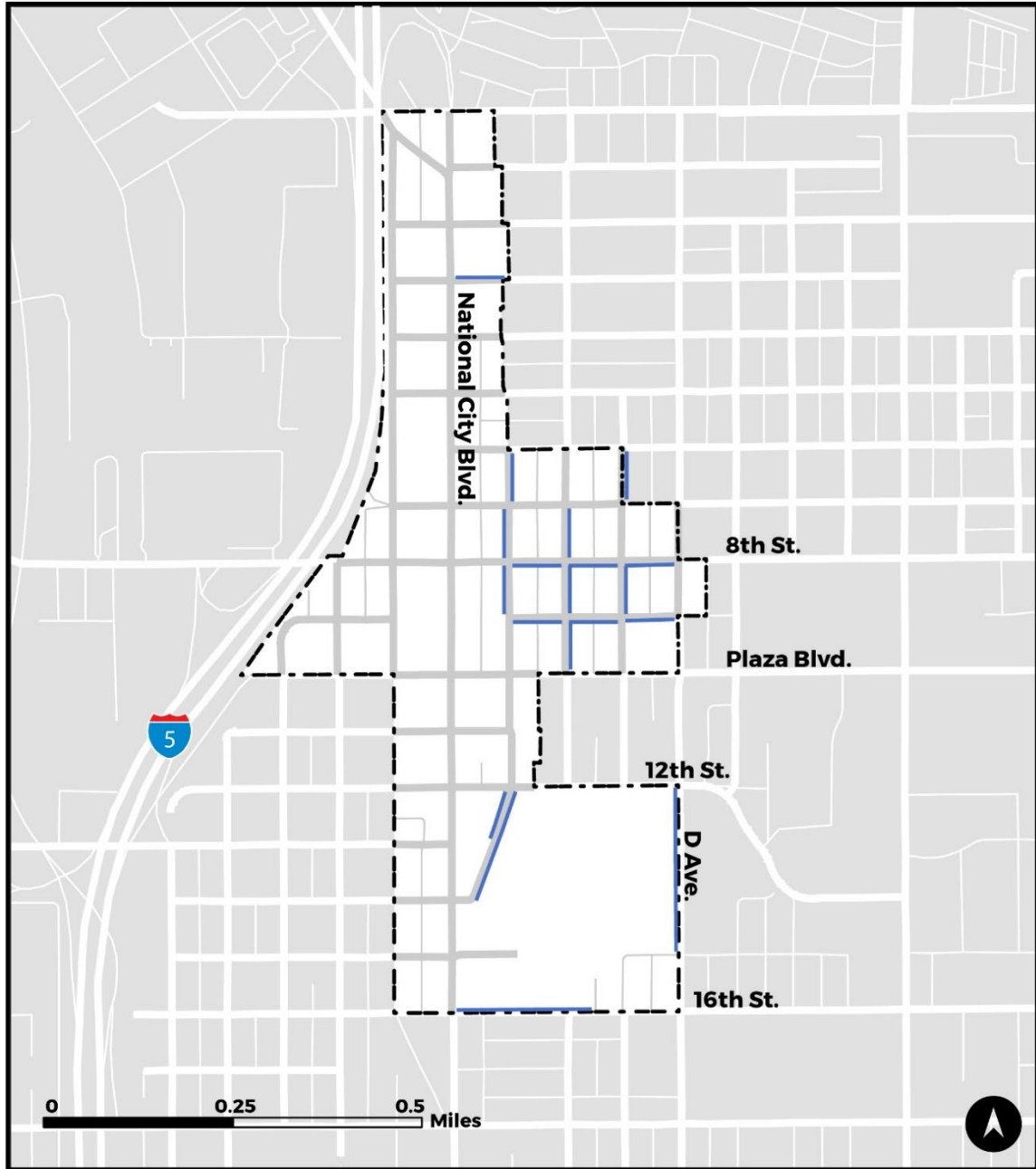
Figure 3: Measured Parking Availability in Downtown National City



LEGEND
National City
Downtown Specific Plan Boundary

Source: National City/ WSP

Figure 4: Angled Parking Locations in Downtown National City



LEGEND

-  National City
-  Downtown Specific Plan Boundary
-  Angled Parking Zone

Source: WSP

3.1.2 Off-Street Private Parking Facilities

There is an estimated total of 1,212 private off-street parking spots within and immediately adjacent to the study area. This estimate is not a comprehensive figure of private parking within the study area, but instead represents the majority of private parking available in the primary focus areas of the study. There are 22 private parking facilities in the central business district along 6th through 9th Streets between Roosevelt Avenue and Highland Avenue. There are additional facilities near the Civic Center at B Avenue and north National City Boulevard at 3rd Street. Table 2 presents an estimate of the inventory of private off-street parking in and immediately adjacent to the study area.

The DSP reported that privately-operated off-street lots represent a significant and cost-effective opportunity to increase the supply of shared/public parking spaces by nearly 800 spaces.⁸

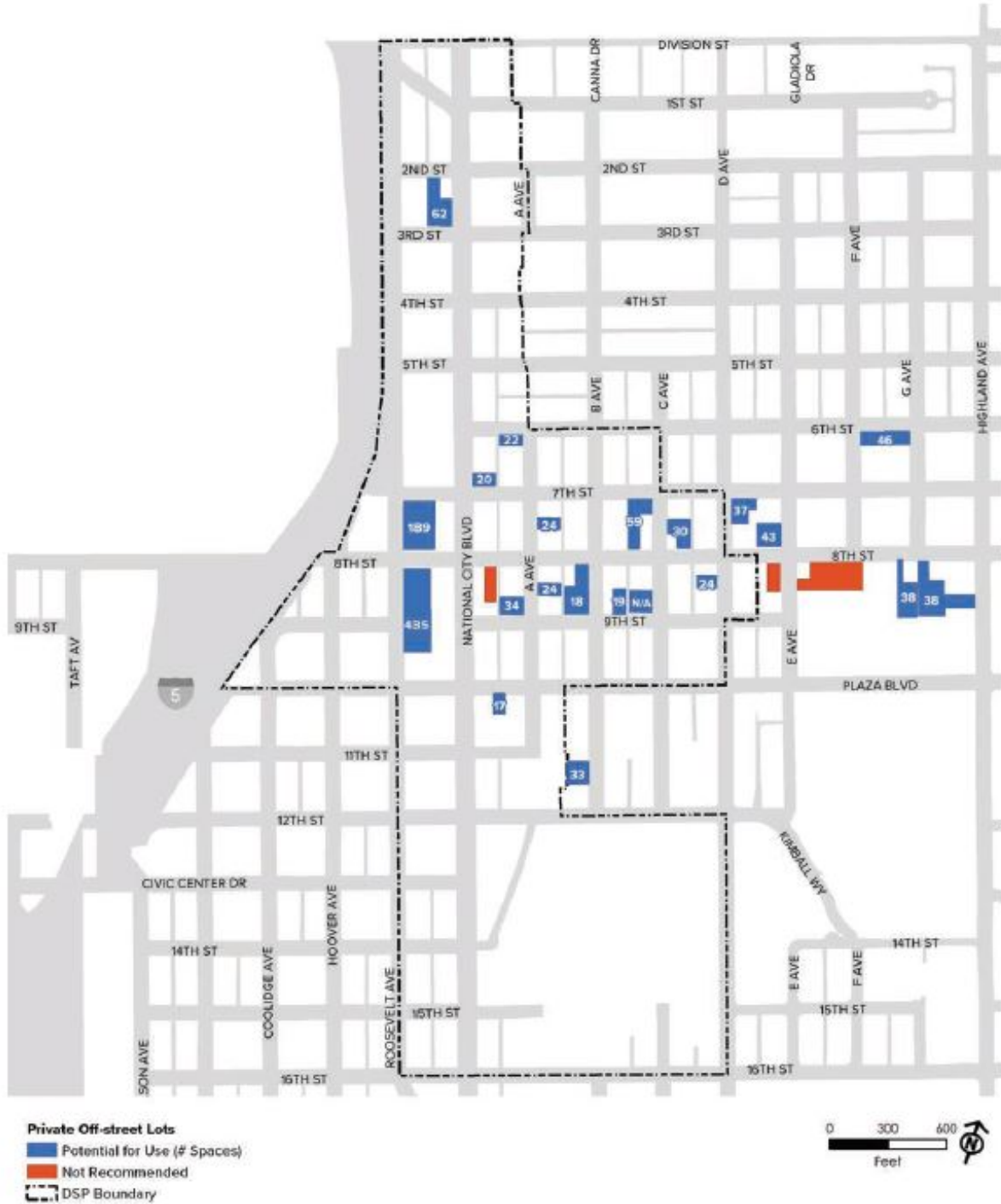
Table 2: Estimated Inventory of Private Off-Street Parking in and Adjacent to Study Area

Facility	Spaces
National City Boulevard/ 3rd St	62
6th St/ A Ave	22
6th St/ F Ave	46
7th St/ Roosevelt	189
National City Blvd/ 7th St	20
7th St/ A Ave	24
7th St/ C Ave West	59
7th St/ C Ave East	30
7th St/ D Ave	37
7th St/ E Ave	43
8th St/ Roosevelt	435
8th St/ A Ave West	34
8th St/ A Ave East	24
8th St/ B Ave West	18
8th St/ B Ave East	19
8th St/ D Ave	24
8th St/ G Ave	38
8th St/ Highland	38
Plaza/ National City Blvd	17
12th St/ B Ave	33
Total in Study Area	1,212

Source: Downtown Specific Plan/ WSP

⁸ Downtown Specific Plan, National City, 2017.

Figure 5: Private Off-Street Parking Facilities in and Adjacent to Study Area



Source: Downtown Specific Plan/ WSP

3.1.3 Existing Posted Parking Restrictions

The study area has a variety of posted time restrictions for on-street parking. Streets with time restrictions are focused on National City Boulevard, 8th Street, A Street, and single-block segments between these streets. The remainder of the public streets generally allow parking with unconstrained time restrictions. Figure 1 illustrates the parking time regulations in the study area.

The on-street parking time regulations range from 15 minutes to four hours. There are several instances of time restriction variances within the same block and from one side of a street to another. For example, 7th Street between National City Boulevard and A Avenue have four-hour time restrictions, while the following block to the East, 7th between A Avenue and B Avenue have no parking restrictions. These varying time restrictions may have been implemented on a case-by-case basis based on individual developments and business uses over time. However, such time variances in close proximity may not be effectively coordinated to holistically manage parking in the study area.

Uncoordinated and abrupt variations in time restrictions affects the parking demand along a street and on adjacent blocks. Parkers will seek to avoid time restrictions by shifting to the blocks with longer time restrictions or no time restrictions. Section 4 identifies recommended steps forward to develop specific parking time restriction and other parking management policy changes.

Table 3: Parking Restriction Locations in Study Area

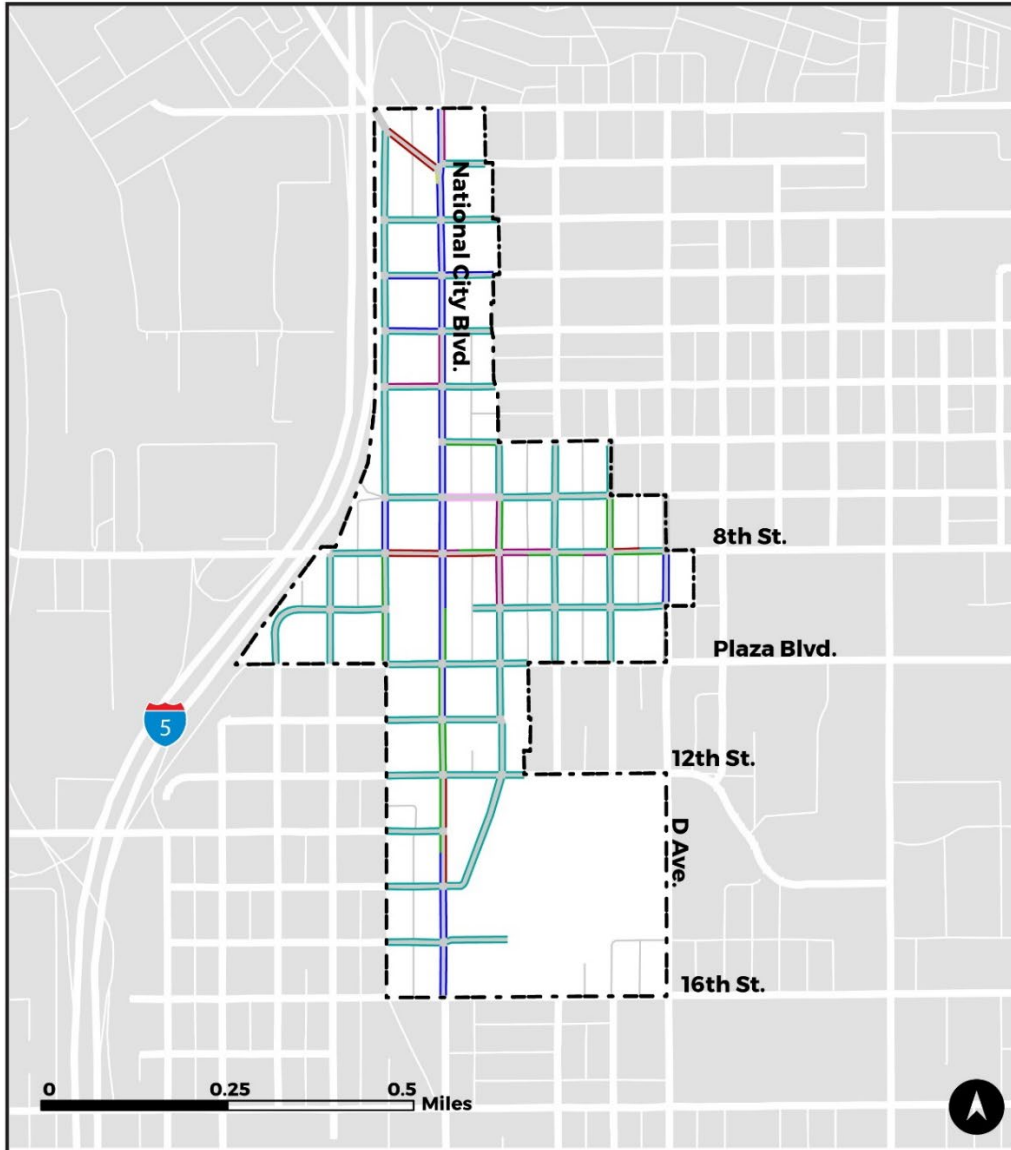
Facility	# Locations (Block Faces)
No Parking	8
15-Minute Parking Limit	2
30-Minute Parking Limit	10
1-Hour Parking Limit	29
2-Hour Parking Limit	16
4-Hour Parking Limit	2
No Parking Restrictions	99
Total in Study Area	166

Source: WSP

Parking time restrictions are indicated with signage as well as the following curb markings:

- Red: No stopping, standing, or parking at any time (except as permitted by the Vehicle Code)
- White: No stopping, standing, or parking for any purpose other than loading or unloading of passengers, between 7 am and 6 pm of any day except Sundays and holidays.
- Yellow: No stopping, standing, or parking at any time between 7 am and 6 pm of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials.
- Green: No standing or parking for longer than 15 minutes at any time between 7 am and 6 pm of any day except Sundays and holidays.

Figure 6: Posted Parking Restrictions in Study Area



LEGEND

-  National City
Downtown Specific Plan Boundary
-  No Parking Regulations
-  No Parking
-  15-Minute Parking
-  30-Minute Parking
-  1-Hour Parking
-  2-Hour Parking
-  4-Hour Parking

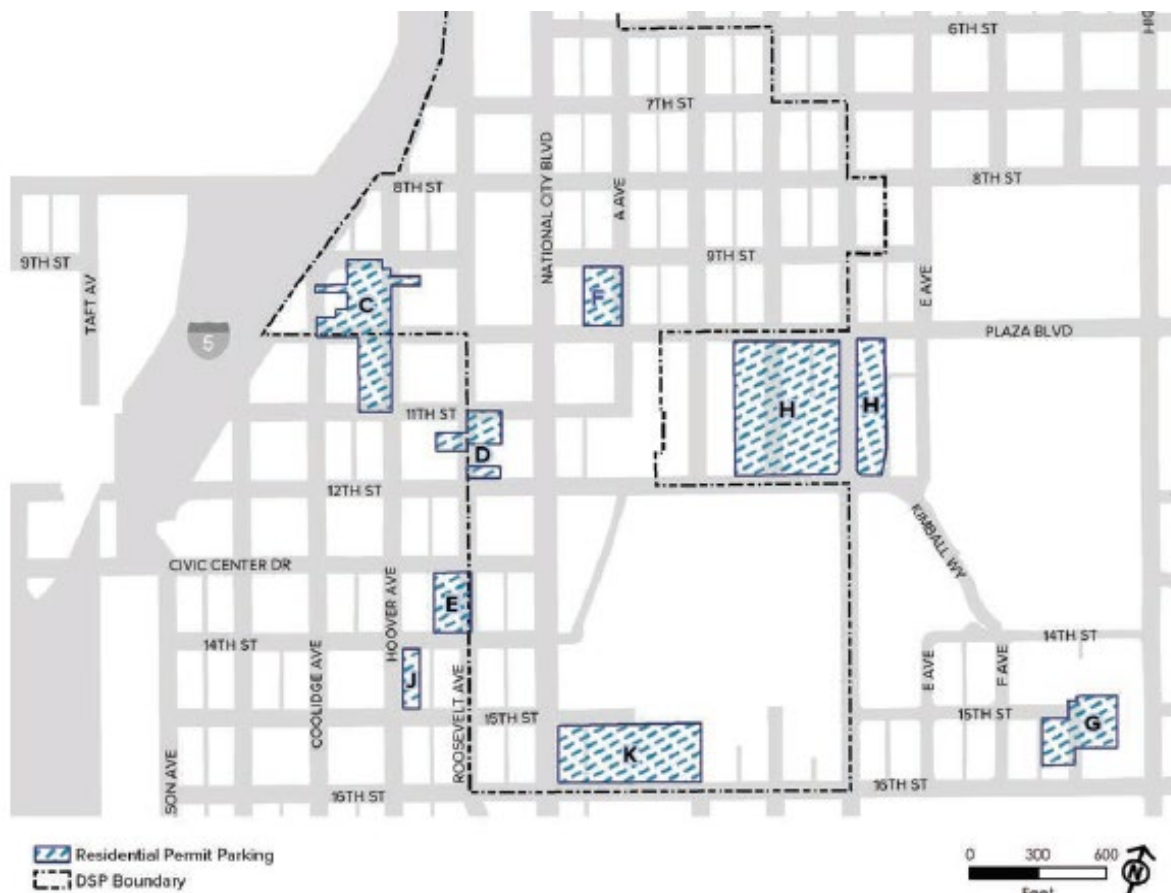
Source: Downtown Specific Plan/ WSP

3.1.4 Existing Parking Permit Programs

The City has an existing parking permit program with several on-street permit zones. Residential Parking Districts (RPD) exist to help ensure that on-street parking is available to local residents. The RPD on-street parking is prohibited for vehicles that do not have a valid parking permit. The RPD is authorized by Section 22507 of the California Vehicle Code and Title 11 of the City of National City Municipal Code.⁹

Parking permits are offered at a low rate of two dollars for residents. Parking permit registration is conducted via an online portal through a third-party. A public computer kiosk is also available at the Engineering Department counter at National City's City Hall. The parking permits are digitally connected to license plate numbers and are not displayed on the vehicle dashboard. Parking regulation officers (PRO) use license plate readers to patrol and scan license plates in the permit zones. Figure 7 shows the locations of parking permit zones C, D, E, F, G, H, J, and K.

Figure 7: Posted Parking Restrictions in Study Area



Source: Downtown Specific Plan

⁹ <https://www.nationalcityca.gov/government/engineering-public-works/parking-permits>

3.1.5 Parking Enforcement Program

The DSP's parking chapter identifies several key challenges with the current parking enforcement program, including staffing, oversight, jurisdiction and routes, and equipment.¹⁰

-
- **Limited Staffing and Oversight:** The City employs three full-time PRO's that operate a six day per week daytime schedule. Direct management oversight of PRO's is limited because the Parking Division does not employ a full-time manager dedicated to parking enforcement. This staff mix may suffice under existing conditions, however it may not be sufficient with increased parking demand and policy restrictions.
- **Broad Parking Enforcement Jurisdictions:** The PROs monitor the parking timed districts and residential permit districts broadly and do not use defined routes or assigned areas. Additionally, the PROs are called to action requests from citizens who report parking violations. The majority of the officers' time is dedicated to parking enforcement; however they are also called on to assist the police department with traffic control and impounds. There is potential for improving the efficiency of the PRO time management, such as implementing defined monitoring routes.
- **Equipment:** The Parking Enforcement Department has three Toyota Tacoma trucks for use by the PROs as part of the lease agreement with Enterprise. Two of the three vehicles are equipped with License-Plate-Ready (LPR) cameras, which are used to monitor vehicle turn-over. Officers use mobile devices as ticket writers, with belt-mounted citation printers.
- **Technology Challenges:** City must ensure that all technology, such as LPR and future use of parking meters, is properly integrated and both easy-to-manage and effective at augmenting our operations. Currently, certain technological challenges often require that officers spend too great a percentage of their time troubleshooting tech issues and defective equipment.
- **Limited Signage:** Limited signage can add to confusion for motorists and can undermine the credibility and effectiveness of parking enforcement when time limit violations are routinely protested and/or dismissed if motorists complain that the time limits were not clearly posted.
- **Incomplete or Non-Posted Parking Fees:** The City does not have a full updated posting of parking citations on the city's website.

3.2 Supplemental Parking Occupancy Survey

This study includes an parking occupancy field survey to supplement the survey conducted in the PAP. The findings of this survey are meant to reinforce and expand on the findings reported in the PAP and are not intended to replace or redirect policy recommendations made in the PAP.

3.2.1 Parking Field Survey Methodology

The parking survey was conducted by City staff over two weeks in January and one week in February 2021. WSP compiled and analyzed the survey data.

¹⁰ Downtown Specific Plan, National City, 2017

The following is a summary of the survey methodology:

- Survey Method: Manual, by sight using pen and paper (license plate readers not used);
- Routes: Figures in appendix show the routes for the day and night survey collections.
- Frequency/Quantity: The field survey collected 15 cycles of a daytime route and three cycles of a nighttime route;
- Time/Date: The daytime counts were collected between the hours of 8:15 am and 10 am during weekdays. The nighttime counts were collected between the hours of 7 pm and 12 am during weekdays.
- Season/Pandemic Factor: The survey was conducted during the winter months during the middle of the COVID-19 pandemic. The survey counts may not be typical of an average working day.¹¹
- Data Collected: Parking capacity (estimate number of parking available by block), vehicles present (number of vehicles present by block);
- Utilization Calculation: The utilization ration was calculated by dividing the average of the vehicles present over all collection times by the parking capacity; and
- Vehicle Turnover: Data was not collected to determine vehicle turnover.¹²

3.2.2 Parking Survey Results

Figure 9 shows the average parking utilization of streets for the daytime survey. The nighttime survey is shown in the appendix. The highest utilization above 80% is shown in red.

The daytime survey shows parking utilization rates between 50-80% in the business and civic center areas along 8th Street and A Street. These streets are primarily the heaviest used during normal working conditions. However, the parking utilization may be discounted due to Covid-19. Also, these results do not represent turn-over, which are a greater indicator of commercial activity, than just utilization.

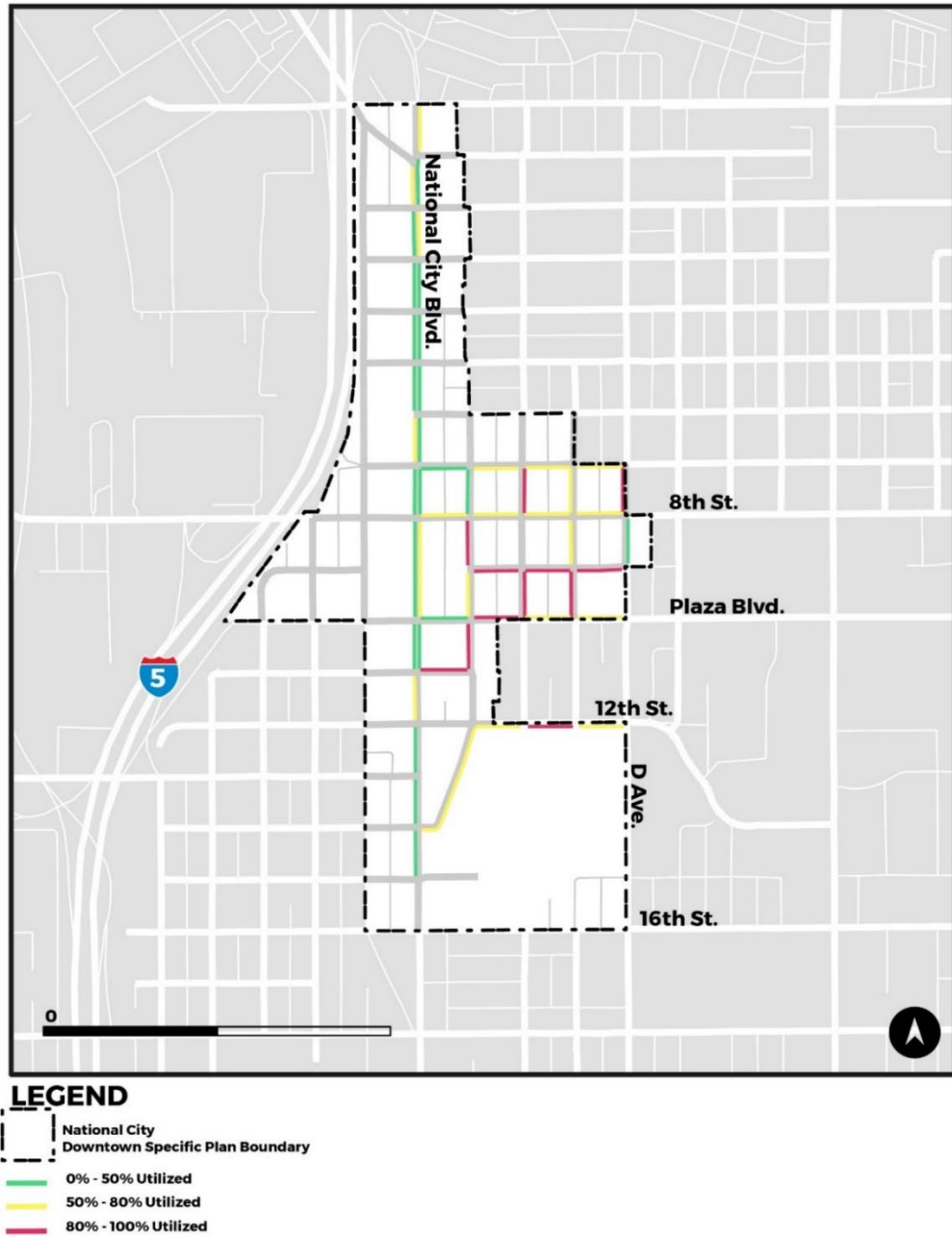
The survey results show the highest utilization above 80% along A, B, C, and D Avenues, 9th Street, 11th Street, and Plaza Boulevard. These streets include mostly single and multifamily housing with no driveways. Therefore, the on-street parking surveyed may primarily be residents at-home.

Despite the seasonal and pandemic time in which the data was collected, the results on this supplemental survey demonstrate that parking utilization is already high in the study area. This data does not indicate strongly any changes to the previously identified strategies outlined in the 2017 PAP and DSP. This data reinforces the finding that parking utilization is high, especially on residential streets. Parking utilization is highest in the blocks between 7th Street and Plaza Boulevard between National City Boulevard and D Avenue.

¹¹ The observed conditions may resemble more of a weekend condition rather than a typical working day due to the work-from-home conditions during the Covid-19 Pandemic.

¹² The parking survey methodology originally included a request for parking turn-over data.

Figure 9: Parking Occupancy in Downtown National City - Morning

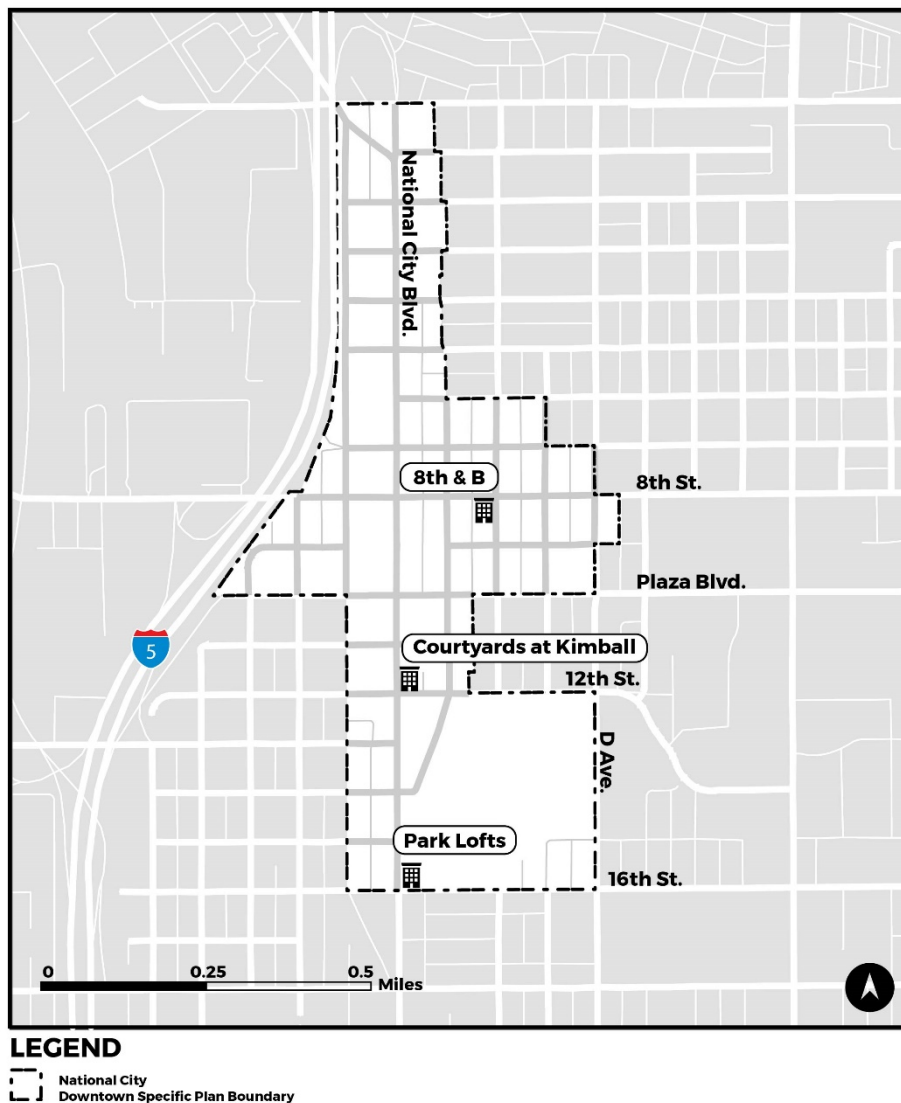


Source: National City/ WSP

3.3 New Residential Development Projects

The City is expecting new residential developments to open in the study area in 2021. Figure 10 shows the locations of the new developments on 8th Street, 12th Street, and 16th Street.

Figure 10: New Residential Developments in Study Area



Source: WSP

Table 4 presents the parking data related to the new developments, including planned opening date, number of residential units, parking units provided, and daily forecasted trips expected to be generated. The developments include a total of 457 residential units resulting in and 373 off-street parking spaces. The parking units to dwelling units ration is 0.8, which is reasonable for urban multi-family developments near high quality/frequent transit service, however it is significantly lower than other typical residential developments in similar suburban settings. The new properties received entitlement variances to reduce parking requirements to incentivize development. By comparison, the City of San Diego’s minimum required parking spaces per unit ratio ranges from 1.5 to 2.5, depending on number of bedrooms.

Table 4: New Residential Developments in Study Area

Development name	Planned opening date	# Residential units	Parking Spaced per Unit	# parking spaces
8th & B	Q1 2022	108	0.6	67
Courtyards at Kimball	Q1 2022	131	0.7	88
Park Lofts	Q1 2023	218	1.0	218

Source: National City/WSP

4.0 PROBLEM STATEMENT AND CHALLENGES TO BE ADDRESSED

4.1 Summary of Previous Studies and Analysis of Parking Conditions

The City of National City has prepared several parking plans that evaluate the existing parking conditions and needs, including parking enforcement, capacity, and utilization. The 2017 Parking Action Plan outlines a detailed list of recommended parking policies to implement over multiple phases. The 2017 Downtown Specific Plan indicates that installation of angled parking, parking meters, and more streamlined timed parking regulations are the City's primary parking management strategies. However, as of yet, few if any of these policy regulations have been implemented.

The 2021 supplemental parking survey presented in this document reinforces the finding that parking utilization is high, especially on residential streets. Additionally, the City is anticipating an increase in on-street parking demand due to the completion of three new housing developments in Downtown National City. These developments will consist of residential and commercial use, which could strain the existing parking supply due to an increase in demand.

Given the validation of the 2017 Parking Plans through the 2021 supplemental parking survey, it is recommended that the city carry-out implementing the previously adopted parking plans with some minor modifications based on the incoming developments to ensure better management of Downtown National City's parking supply.

4.2 Problem Statement

Parking is currently near or at capacity in the downtown along 7th, 8th, and 9th streets between National City Boulevard and D Avenue, and A Avenue near City Hall. The existing residences are primarily home without driveways that rely on public on-street parking supply. When the new developments open, there is potential for increased parking demand that could spill on to the streets and compete for existing residences and businesses.

Downtown National City has been presented with a unique challenge to regulate and manage its parking supply in advance of new development in downtown. Solving this problem will take careful planning and close understanding of the existing problems within the City's institutional framework in order to prepare and implement regulatory changes.

4.3 Initial Set of Policy and Regulation Guidance to be Developed

Parking Enforcement

- Recommendation on strategies for coordinating parking enforcement with adjacent jurisdictions (e.g., Chula Vista's agreement with ACE Parking) to address the following issues:
 -
 - Evening and nighttime enforcement of parking districts; and
 - Potential new parking garage (Southwestern College) or off-street parking lots; and
 - New Signage; and
 - Lack of Disincentives/Penalties

Parking Capacity

- Strategies for consistent deployment and implementation of on-street parking regulations, curb markings, and/or related management strategies (e.g. when and why to install parking meters and/or implement pricing as a management tool):
 - Policy guidance for identifying locations for parking meters;
 - Recommended locations for parking meters – 8th Street, A Street, 12th Street;
 - Recommended changes to on-street parking time limits in response to new metered parking and consistency; and
 - Recommended changes to on-street parking regulations to mitigate overflow parking due to new residential development;
 - Best practices for parking regulation signage and curb markings; and
 - Best practices for ongoing data collection plan.

Parking Utilization

- Strategies to support the creation of new parking permit districts:
 - Recommendation for how and when to implement parking permit changes and;
 - Recommended parking permit changes in response to existing parking utilization and new residential developments.

Municipal Code Changes

- The City’s municipal code does not specifically govern the implementation or management of any of these elements of the proposed parking management plans. Changes to the City’s municipal code and amendments to the current implementation schedule will make this plan more effective in guiding the City through the parking management policy implementation process.

5.0 CONCLUSION AND NEXT STEPS

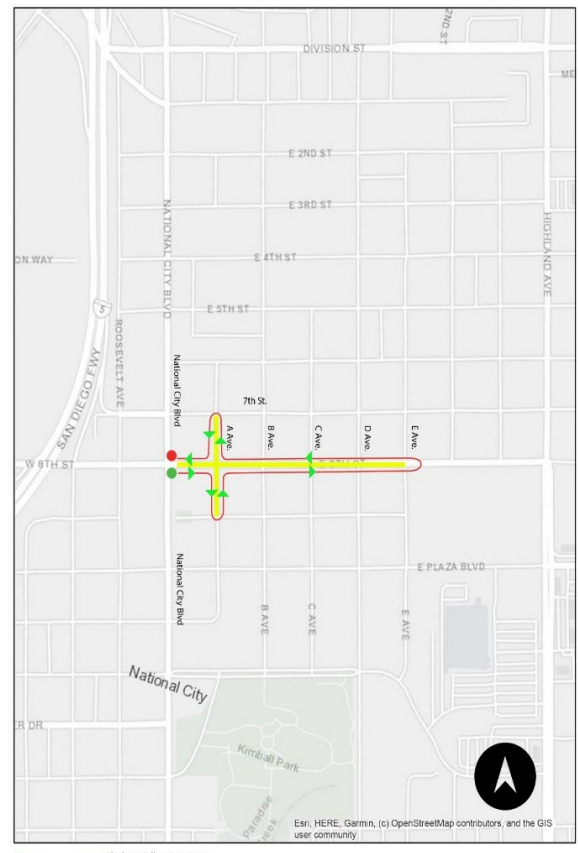
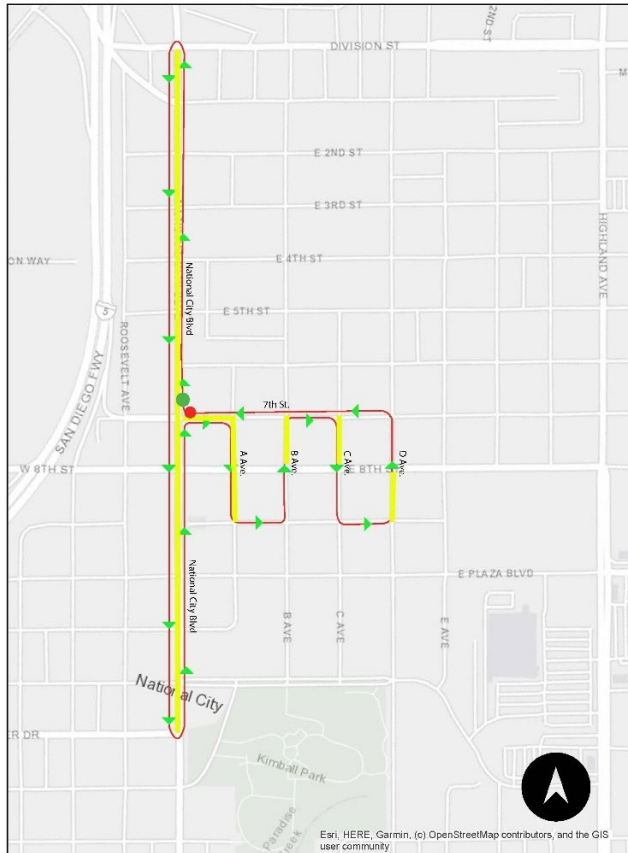
This report provides a summary of the existing and planned parking changes for downtown National City, the results of a new parking utilization survey, details from planned residential developments, and the outline strategies to be developed in the Task C Memo. The Task C Memo will provide the City with specific recommendations on changes to the City's parking management practices and the City's municipal code.

Appendix A: Supplemental Parking Survey Results

Figure 12: Parking Occupancy Survey – Field Survey Routes

Day Route

Night Route



● Start
● Stop
— Blocks to Collect Data From

● Start
● Stop
— Blocks to Collect Data From

Source: WSP

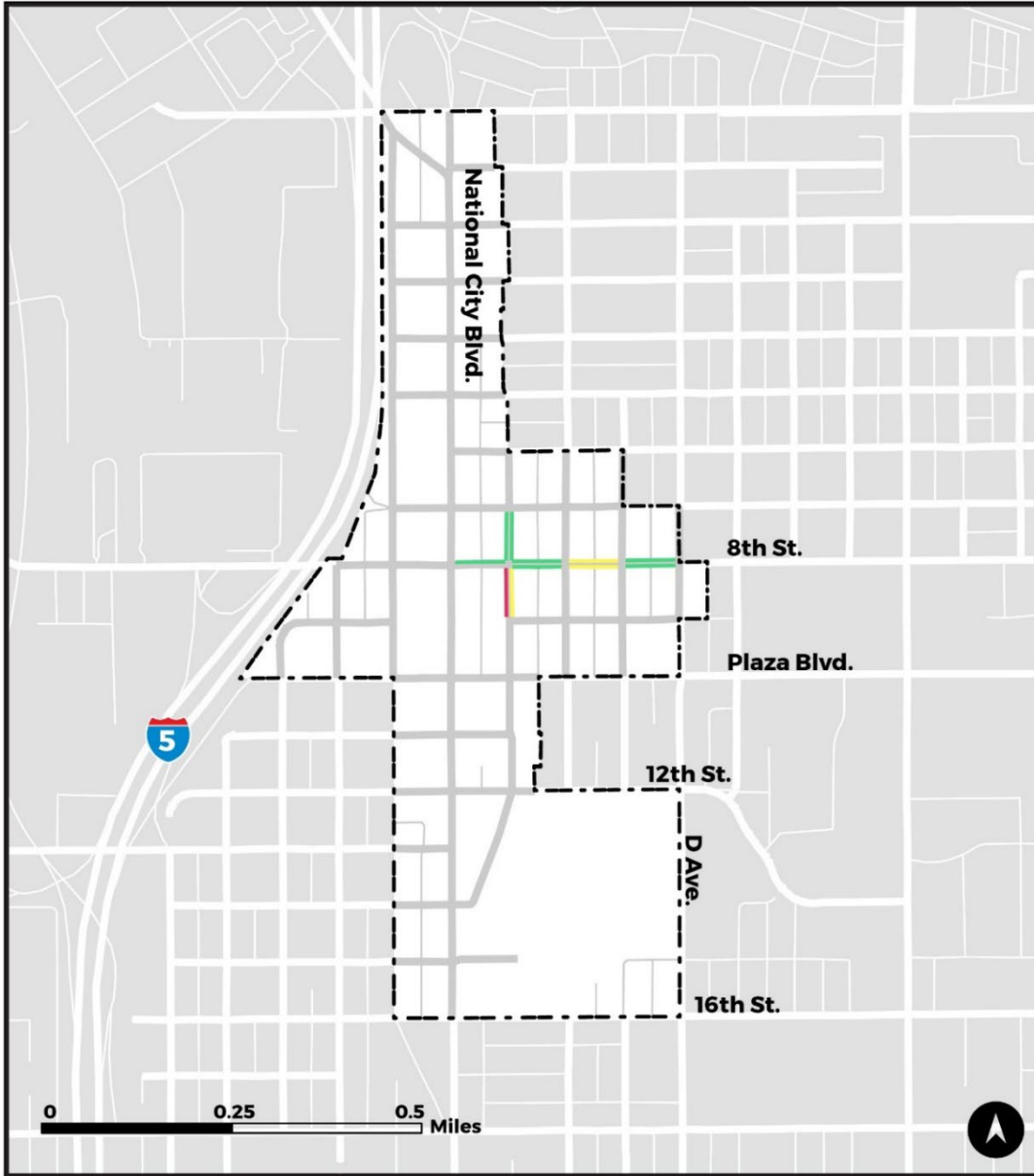
Table 5: Parking Utilization – Summary by Block

Street	Block	# Spaces (Estimated)	Avg # Vehicles	%
National City Boulevard	15th St. - 14th St./A Ave.	37	20	53%
	National City Blvd. - 12th St.			
D Avenue	12th St. - Plaza Blvd.	18	14	78%
	Plaza Blvd. - 9th St.	9	6	66%
	9th St. - 8th St.	6	5	87%
	8th St. - 7th St.	4	1	18%
C Avenue	7th St. - 8th St.	6	3	54%
	8th St. - 9th St.	8	5	67%
	9th St. - Plaza Blvd.	9	8	88%
	Plaza Blvd. - 12th St.	18	8	44%
B Avenue	12th St. - Plaza Blvd.	17	14	82%
	Plaza Blvd. - 9th St.	16	13	83%
	9th St. - 8th St.	construction		
	8th St. - 7th St.	11	10	89%
A Avenue	7th St. - 8th St.	19	4	23%
	8th St. - 9th St.	12	12	97%
	9th St. - Plaza Blvd.	19	14	72%
	Plaza Blvd. - 11th St.	4	4	90%
11th Street	A Ave. - National City Blvd.	9	7	81%
National City Boulevard - NB	11th St. - Plaza Blvd.	7	3	46%
	Plaza Blvd. - 8th St.	11	7	59%
	8th St. - 7th St.	5	0	5%
National City Boulevard - SB	7th St. - 8th St.	5	1	28%
	8th St. - Plaza Blvd.	7	1	9%
	Plaza Blvd. - 11th St.	6	2	39%
	11th St. - 12th St.	7	4	59%
	12th St. - Civic Center Dr.	6	1	14%
	Civic Center Dr. - 14th St./A Ave.	5	2	45%
	14th St./A Ave. - 15th St.	1	-	0%
12th Street	National City Blvd. - B Ave.	16	11	72%
	B Ave. - C Ave.	6	5	88%
	C Ave. - D Ave.	8	6	76%
Plaza Boulevard	D Ave. - C Ave.	4	2	57%
	C Ave. - B Ave.	8	5	67%

	B Ave. - A Ave.	9	8	87%
	A Ave. - National City Blvd.	4	2	48%
9th Street	Lantana Dr. - A Ave.	9	7	81%
	A Ave - B Ave.	11	11	97%
	B Ave. - C Ave.	13	12	94%
	C Ave. D Ave.	12	10	86%
8th Street	D Ave. - C Ave.	1	1	73%
	C Ave. - B Ave.	6	4	74%
	B Ave. - A Ave.	6	3	44%
	A Ave. - National City Blvd.	3	0	4%
7th Street	National City Blvd. - A Ave.	4	2	42%
	A Ave. - B Ave.	8	6	73%
	B Ave. - C Ave.	9	6	68%
	C Ave. - D Ave.	9	6	65%
National City Boulevard- West	Division St to 1st St	0	0	-
	1st St to 2nd St.	6	4	72%
	2nd St to 3rd St	8	1	17%
	3rd St to 4th St	7	2	33%
	4th St to 5th St	5	0	0%
	5th St to 6th St	10	0	3%
	6th St to 7th St	9	5	56%
	7th St to 8th St	5	2	33%
National City Boulevard- East	Division St to 1st St	7	4	52%
	1st St to 2nd St.	6	3	44%
	2nd St to 3rd St	7	4	62%
	3rd St to 4th St	10	0	0%
	4th St to 5th St	6	1	11%
	5th St to 6th St	7	1	19%
	6th St to 7th St	8	3	33%
	7th St to 8th St	5	0	0%
Total Surveyed		534	308	58%

Source: National City/WSP

Figure 13: Parking Occupancy in Downtown National City at Night



LEGEND

-  National City
Downtown Specific Plan Boundary
-  0% - 50% Utilized
-  50% - 80% Utilized
-  80% - 100% Utilized

Source: National City/WSP

Parking Policy & Regulatory Criteria

CITY OF NATIONAL CITY



Prepared by
wsp

WSP USA | 401 B STREET, SUITE 1650, SAN DIEGO CA 92101



DRAFT 11/2/2021

CITY OF NATIONAL CITY

PARKING POLICY & REGULATORY CRITERIA

TASK C TECHNICAL DELIVERABLE: FOCUSED POLICY & REGULATORY CRITERIA FOR PARKING

NATIONAL CITY CIP NO. 21-10

WSP PROJECT NO. 30900049.005

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This document serves to inform City of National City staff of the consultant team's analysis and findings, including issues and potential areas of improvement to help implement an effective parking strategy. This document serves as the deliverable for Task C of the task order scope of work, and summarizes existing parking inventories, utilization, and challenges, as well as any other identified specific parking challenges.

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1 PURPOSE & BACKGROUND

Since 2017, the City of National City has prepared several parking plans that evaluate the existing parking conditions and needs, including reviews of parking capacity, utilization, and enforcement. The 2017 *Parking Action Plan* outlines a detailed list of recommended parking policies to implement over multiple phases. The 2017 *Downtown Specific Plan* also stresses the importance of parking management and recommends several strategies to improve parking in the Downtown area.

Following release of both 2017 plans, several new residential developments have been proposed and are expected to begin opening in 2021. In the Downtown area, parking already is at or near capacity on 7th, 8th, and 9th streets between National City Boulevard and D Avenue, as well as A Avenue near City Hall. It is expected that existing on-street public parking availability will become increasingly scarce due to the rise in parking demand expected from the new developments. The City is interested in implementing parking management policy changes to mitigate potential on-street parking overflow and ensure efficient use of on-street parking. This document builds on those prior studies by identifying additional opportunities and strategies to accommodate this expected growth and improve parking management in National City.

BACKGROUND & STATUS OF PRIOR RECOMMENDATIONS

The 2017 *Parking Action Plan* conducted a parking analysis of downtown National City and developed this plan designed to implement the downtown parking management plan. Table 2-1 shows the current status of the those proposed improvements.

The 2021 supplemental parking survey presented in Task B of this study provides a summary of the proposed parking policies in the 2017 parking studies, presents the findings from an independent analysis conducted of existing parking conditions and describes the challenges related to policy implementation. It reinforces the finding that parking is highly utilized in the Downtown area and explains that increased density resulting from new development could increase parking demand.

With the 2021 supplemental parking survey validating both predecessor plans from 2017, it is recommended that the City advance the implementation of the previously adopted parking policies and plans with some minor modifications based on the new development to ensure better management of Downtown National City's parking supply.

There are several challenges that have prevented recommended changes to parking capacity, utilization, and enforcement, including the following.

1. Limited guidance and justification for policy details. The 2017 PAP provided clear guidance on recommended parking management policies. However, the specific details of the policies remain to be developed. Case studies and examples from neighboring cities can provide reasonable guidance for policy details.
2. Existing budget and resources. The city's budget does not appear to account for sufficient resources for procuring and implementing parking management tools as well as the enforcement required to ensure the parking regulations are followed. Adjustments in budget appropriations may be necessary to implement the parking policies as recommended.

3. Existing policies and municipal code language. Appropriate written policies and municipal code changes are required to enact the recommended parking management changes. Once the city completed the update of Title 11 in the Municipal code, certain policies, such as parking metering and enforcement will be possible.

It is recommended that National City implement a number of policy and regulatory changes to better manage its parking supply in advance of new development in downtown. The following sections provide recommendations and guidance to implement these changes. Table 2-1 provides the status of the 2017 Parking Action Plan Strategy recommendations.

Table 2-1 Status of 2017 Parking Action Plan Strategy Recommendations

Strategy Recommendation	Status
Phase 1 (1-3 Years)	
Review enforcement program and ensure consistent enforcement	In-progress
Invest in enforcement technology	Complete –need to resolve issues
Implement online permit management system	Complete –need to resolve issues
Begin converting parallel parking to angled parking	Projected to start conversions in FY 2022
Review restrictions and fines	Complete – need to adopt changes
Establish parking bonus system for off-street parking/shared parking	Research/planning phase
Reform off-street requirements	No activity
Establish paid parking	Research/planning phase
Expand residential permit zones	Residential permit zones further expanded. Need to further establish criteria and formalize zones. Research/planning phase, refer to Phase 1 timed parking restriction proposal
Implement oversized vehicle parking restrictions	Adopted RV ordinance; other restrictions under review
Phase 2 (3-5 Years)	
Transition to digital permitting	In-progress
Complete angled parking conversion	FY 2022 (budget dependent)
Implement active monitoring	No activity
Enhance enforcement	In-progress
Implement parking/transit shuttle system	Research/planning phase
Create parking manager position	No activity
Initiate and refine the parking bonus system	No activity
Integrate parking updates into budget	Established Parking Authority budget; No for remaining updates
Establish a downtown parking benefit district	No activity
Expand residential permit zones	Residential permit zones further expanded. Need to further establish criteria and formalize zones. Research/planning phase, refer to Phase 2 timed parking restriction proposal
Invest revenue	No activity
Phase 3 (5-20 Years)	
Add parking availability signage	No activity
Establish In-lieu fees	No activity
Continue active monitoring	No activity
Plan infrastructure for autonomous vehicles	Research/planning phase

Expand residential permit zones	Residential permit zones further expanded. Need to further establish criteria and formalize zones. Research/planning phase, refer to Phase 3 timed parking restriction proposal
Implement shared parking	No activity

2 STRATEGIES FOR PARKING SUPPLY MANAGEMENT (CAPACITY)

This section reviews several strategies that can help local jurisdictions manage parking supply, including brief surveys of best practices in several nearby cities. The supply management strategies are organized into four categories:

- Signage and curb markings
- Angled parking
- Joint/shared-use agreements with private entities
- Code requirements and in-lieu fees for new development

SIGNAGE & CURB MARKINGS

Signage is used to communicate parking regulations on streets. Timed parking restrictions, permit parking districts, and parking prohibitions are all communicated using signage. The city does not yet have parking signage to convey paid parking meter signage. Additionally, the City has expressed the need to provide additional permit parking districts to its residents. The city will need to implement appropriate signage to communicate new parking metering and parking permit areas for non-permit holders in order to manage and enforce the parking policies. Parking meters and permit parking districts with timed restrictions are regulated and maintained in most adjacent cities, including neighboring San Diego and Chula Vista.

National City uses curb markings consistent with the California Vehicle Code and neighboring cities to assist in communicating additional parking regulations to the public. The City should continue to use current signage and curb markings and continue to monitor the California Vehicle Code and the municipal codes of surrounding cities to maintain general consistency with those regulations. National City's Homefront to Waterfront Plan recommends other curb uses such as no parking zones designated for other uses such as bus stops, passenger loading zones, parklets and plantings. The City should continue to evaluate potential locations to convert curb space to these uses to better use public space. Parking enforcement officers should continue to engage with other City departments to ensure consistency with current and proposed regulations. More detailed definition of authority to implement changes such as when to implement a specific timed parking restriction, or who is responsible for installing signs is needed in this section of the municipal code.

CASE STUDIES: SIGNAGE & CURB MARKINGS

CITY OF CHULA VISTA¹: The City of Chula Vista municipal code requires the use of signage and curb markings to communicate parking regulations to the public. Curb markings are determined by the City Engineer, who will prescribe a parking control device when necessary. Chula Vista also has municipal code written to define bus zones, passenger loading zones, special passenger zones, and general exceptions to the standard parking policy. The policy is dependent on the City Engineer's review of the proposed exception and is implemented based on the outcome of said the review. These versatile policies allow the City to establish parking policy that is more fitted tailored for local contexts.

¹ <https://chulavista.municipal.codes/CVMC/10.60.030>

CITY OF SAN DIEGO²: The City of San Diego regulates parking policies through the use of signage. These signs are required when the City establishes any parking regulation, whether that be parking permit zones, timed parking restrictions, or parking meter zones. For all other time restrictions, the City of San Diego indicates the restriction using signage on the side of the street. The City also only enforces parking restrictions from 8:00 AM to 6:00 PM.

Table 3-1 and Figure 3-1 summarize some of the curb markings and signage used in the cities of National City, Chula Vista, and San Diego.

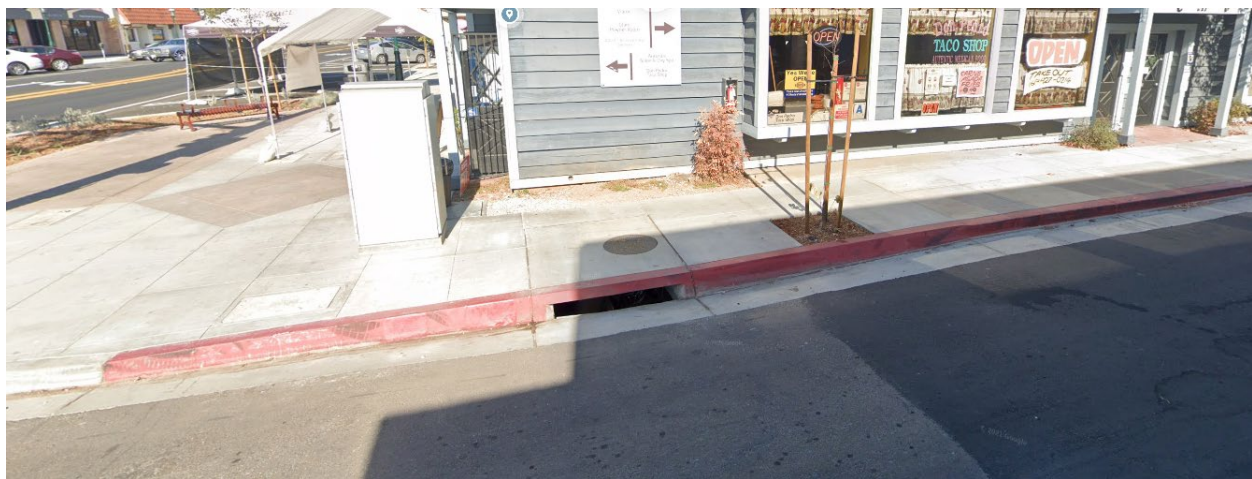
Table 3-1 Curb Markings in Cities of National City, Chula Vista & San Diego

Color	National City	Chula Vista	San Diego
Red	No stopping, standing or parking at any time except as permitted by the Vehicle Code, and except that a bus may stop in a red zone marked or signed as a bus zone	No stopping, standing or parking at any time as permitted by the Vehicle Code, except that buses or other transit vehicles may stop at red curbs marked as a bus zone	No stopping anytime – typically used for transit stops or near emergency facilities which must be accessible by emergency responders at all times
White	No stopping, standing or parking for any purpose other than loading or unloading of passengers which shall not exceed three minutes and such restrictions shall apply between seven a.m. and six p.m. of any day except Sundays and holidays and except as follows: When such zone is in front of a hotel or hospital, the restrictions shall apply at all times. When such zone is in front of a theater the restrictions shall apply at all times except when such theater is closed.	No stopping or parking for any purpose besides loading and unloading passengers every day except Sundays and holidays	Passenger loading zones – time limit of three minutes
Yellow	No stopping, standing or parking at any time between seven a.m. and six p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes nor the loading or unloading of materials more than twenty minutes.	No stopping, standing or parking at any time between 7:00AM and 6:00 PM every day between 7:00 AM and 6:00 PM except Sunday and holidays except for loading and unloading, which should not take more than 20 minutes	Commercial loading zone – trucks and commercial vehicles can stop for 20 minutes at a time to load or unload goods. Passenger vehicles can stop for three minutes to load or unload passengers.
Green	No standing or parking for longer than fifteen minutes at any time between seven a.m.	No stopping or parking for a period longer than 12 minutes between 9:00	Short-term parking – parking for a limited time, typically 15-30 minutes

² <https://www.sandiego.gov/sites/default/files/legacy/economic-development/pdf/park101.pdf>

	and six p.m. of any day except Sundays and holidays and shall be specifically designated by resolution of the city council	AM and 6:00 PM except for Sundays and holidays	
Blue	Parking for persons with disabilities. Reserved curb space for vehicles displaying a disabled placard or a license plate issued to disabled persons by the California Department of Motor Vehicles		

Figure 3-1 Typical Signage & Curb Markings in Cities of San Diego & Chula Vista



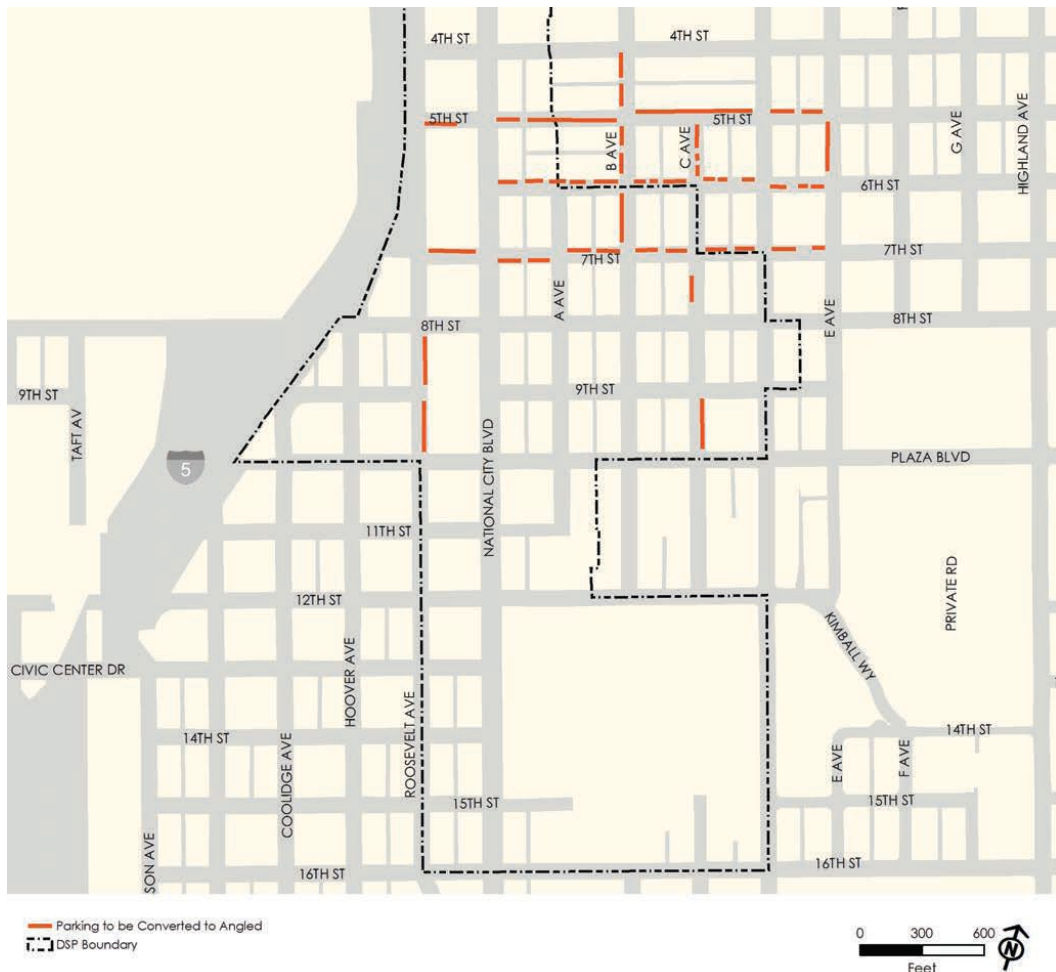


ANGLED PARKING

To accommodate the increase in parking demand, the City can provide additional parking in areas of greater parking congestion. On blocks with sufficiently wide rights-of-way, angled parking can be a viable option to increase in parking supply within the existing roadway profile. Angled parking allows for more vehicles to fit per block when compared to parallel parking, as the design allows for more parking spaces to fit along the curb length of a city block.

National City has previously recommended angled parking conversions in the Downtown Parking Action Plan (Figure 3-2) and the Downtown Specific Plan. It is recommended that National City continue to implement the identified On-Street Angled Parking Conversion Plan to increase parking supply. In addition to the Downtown National City core, there are additional streets throughout the City with enough right-of-way to convert parallel parking spaces to angled parking spaces, such as 7th Street between A and E Avenues, and Roosevelt Avenue between Plaza Boulevard and 8th Street. The City's Planning Department should work with the City Engineer to evaluate additional roadway segments with sufficient right-of-way that may be good candidates for additional conversions to angled parking. Case study research in the neighboring City of San Diego provides additional guidance for implementation of angled parking, including the development of design and development criteria for angled parking.

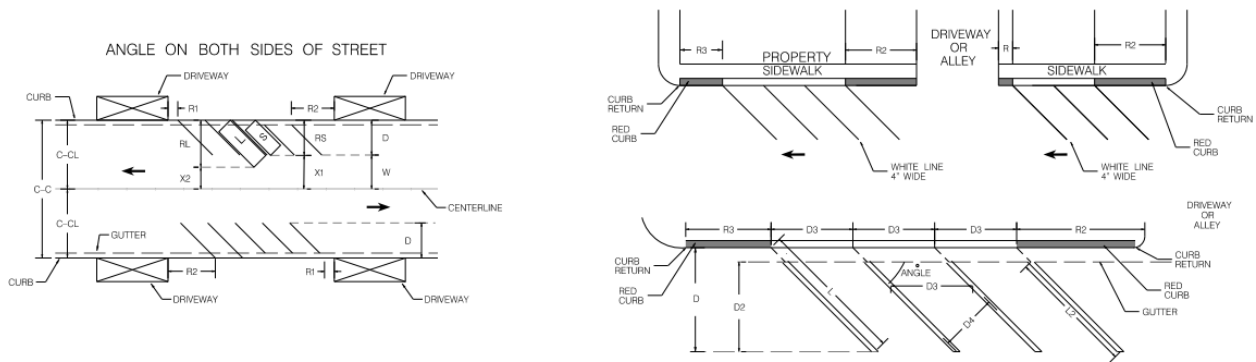
Figure 3-2 Angled Parking Conversions Proposed in Downtown Parking Action Plan



CASE STUDY: ANGLED PARKING

CITY OF SAN DIEGO: The City of San Diego does not currently have standard drawings or specific policy for the conversion and implementation of on-street angled parking. However, when evaluating streets for the implementation of angled parking, the City of San Diego has developed minimum recommended curb-to-curb widths as well as other key dimensions for various angles of angled parking. These recommended minimum curb-to-curb widths are also dependent on the Average Daily Traffic (ADT) of the street, and whether the street being evaluated is a one-way or two-way street. While these recommended minimum dimensions are an excellent tool for evaluating the number of net spaces that can be gained by converting parallel to angled parking by parking angle, it does not replace engineering design and judgment. Figure 3-3 provides a sample of the diagrams and tables documented by the City of San Diego.

Figure 3-3 Sample Concept for Angled Parking, City of San Diego



		30°/50'	45°	50°	55°	60°
MINIMUM CURB TO CURB WIDTH ANGLE BOTH SIDE	C-C	56'	58'	60'	64'	68'
MINIMUM CURB TO CURB WIDTH ANGLE PARALLEL	C-C	48'	50'	50'	52'	54'
MINIMUM CURB TO CURB WIDTH ANGLE NO PARKING	C-C	42'	43'	44'	46'	48'
MINIMUM CURB TO CENTERLINE WIDTH ANGLE PARKING	C-CL	28'	29'	30'	32'	34'
MINIMUM CURB TO CENTERLINE WIDTH PARALLEL	2C-CL	20'	21'	20'	20'	20'
MINIMUM CURB TO CENTERLINE WIDTH NO PARKING	3C-CL	14'	14'	14'	14'	14'
STANDARD VEHICLE REAR TO CURB FACE	RS	14.2'	14.8'	15.4'	15.7'	16'
LARGE VEHICLE REAR TO CURB FACE	RL	18.8'	19.8'	20.7'	21.2'	21.7'
DISTANCE BETWEEN END OF STANDARD VEHICLE REAR TO CENTERLINE	X1	13.8'	14.2'	14.6'	16.3'	18'
DISTANCE BETWEEN END OF LARGE VEHICLE REAR TO CENTERLINE	X2	9.2'	9.2'	9.3'	10.8'	12.3'
TRAVEL LANE WIDTH FROM CENTERLINE TO END OF PAINTED PARKING STRIPE	W	16'	16'	16'	17'	18'
PARALLEL PARKING	P	8'	8'	8'	8'	8'
RED CURB BEFORE A DRIVEWAY OR ALLEY	R1	4'	4'	4'	4'	4'
RED CURB AFTER A DRIVEWAY OR INTERSECTION	R2	20'	18'	15'	13'	11'
RED CURB BEFORE AN INTERSECTION	R3	12'	12'	12'	12'	12'
CURB FACE TO END OF PAINTED PARKING STRIPE	D	12'	13'	14'	15'	16'
ANGLED PAINTED PARKING STRIPE FROM END OF GUTTER TO END OF PAINTED PARKING STRIPE	D2	10'	11'	12'	13'	14'
HORIZONTAL DISTANCE BY CURB FACE BETWEEN STRIPE	D3	12.5'	11.5'	10.5'	10'	9.5'
ANGLED PARKING DISTANCE PERPENDICULAR BETWEEN PAINTED PARKING STRIPES	D4	8'	8.1'	8'	8.2'	8.2'
ANGLED PAINTED PARKING STRIPE FROM CURB FACE TO END OF PAINTED PARKING STRIPE	L	18.7'	18.4'	18.3'	18.3'	18.5'
ANGLED PAINTED PARKING STRIPE FROM END OF GUTTER TO END OF PAINTED PARKING STRIPE	L2	15.6'	15.5'	15.7'	15.9'	16.2'

JOINT/SHARED-USE AGREEMENTS WITH PRIVATE ENTITIES

National City has a large number of commercial landowners with surplus parking. Commercial retailers traditionally provide parking for peak period shopping times, with much of the parking being vacant most of the time. The City has identified several locations for potential shared-use agreements, where the city could partner with private owners for shared use of the parking space. Shared-use agreements are an effective use of real estate that results in benefits for both the city and the private party. The city benefits by saving significant construction costs required to build new parking infrastructure and the private party receives compensation for use of the unused parking real estate.

Governments and the private businesses create contractual agreements such as Joint-Use Agreements (JUAs) to share costs and benefits in order to use resources more efficiently. For example, in exchange for providing additional public parking, a developer can leverage this agreement to reduce the parking requirement needed for a development since the parking spaces will be open for more users rather than just the users of a development. These agreements can exist between a local government and a private developer or between two private parties.

One mechanism for establishing these agreements are in-lieu fees. In-lieu fees are essentially a market-based solution for developers to “buy out” of providing elements required by the zoning code. For example, a developer in theory could make an agreement to contribute a certain amount of money to the City’s parking budget in exchange for requiring less parking in a development, should the City agree to do

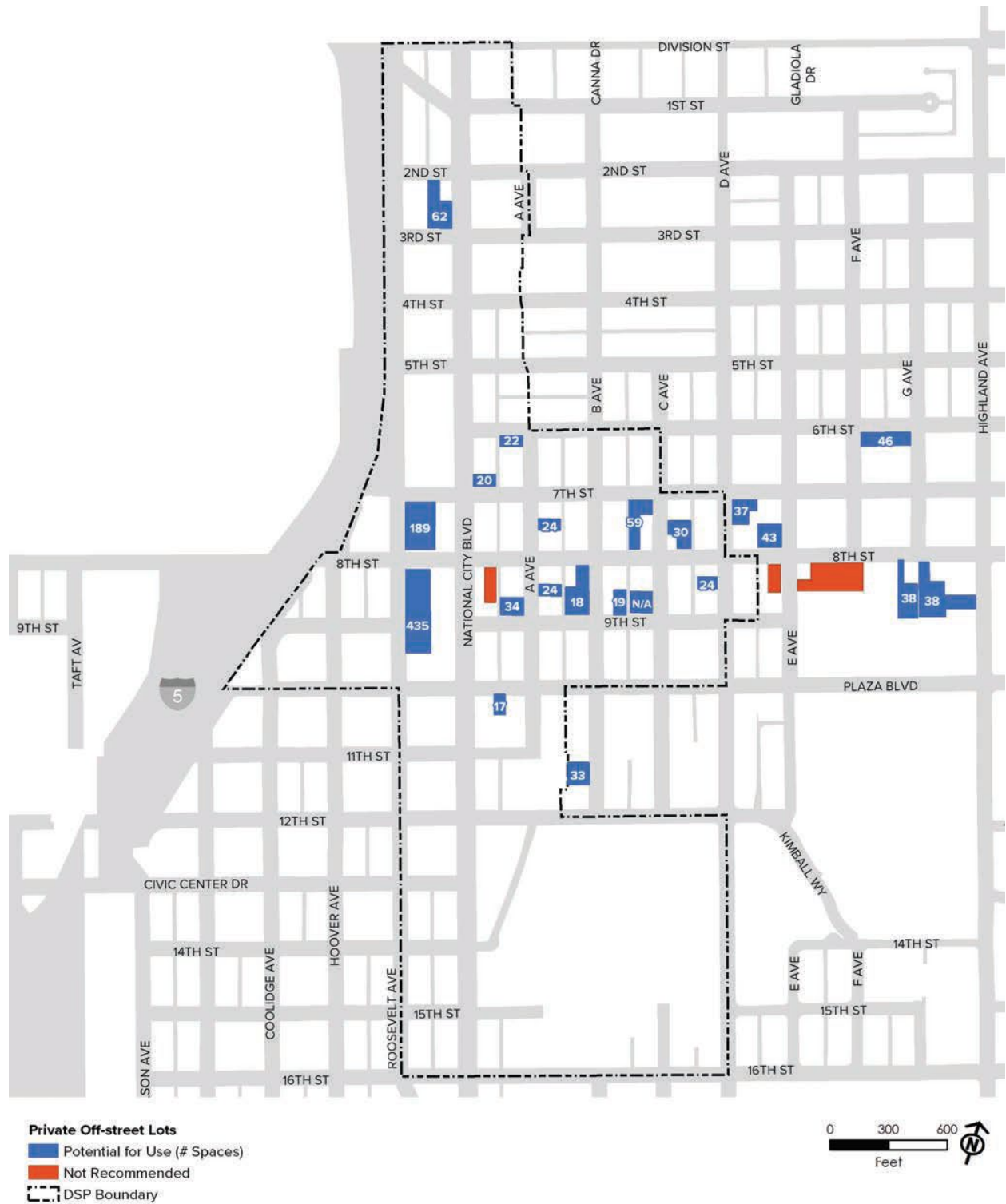
this. The fees are compensation for the loss of an asset deemed important to the City, and extends beyond parking.

Generally, public entities establish a governing body or service to facilitate complex parking services, such as a parking management district. Additionally, these shared-use agreements typically facilitate mixed-use and high-density development, which means managing land use is critical to the success of these agreements. Due to the reduced parking supply, these agreements are best suited in transit overlay districts, such as the Transit Oriented District Overlay, which the proposed developments in Downtown National City fall in. When facilitated carefully, JUAs and Shared-Use Agreements can be powerful tools in maximizing the efficiency of parking supply, especially in more compact, downtown areas of cities. The following are examples of JUAs in adjacent cities.

The benefits of JUAs to developers include reducing the number of parking spaces (non-leasable costs) in a development to provide more efficient uses of building space such as rental properties or commercial space. Parking systems require overhead and maintenance and thus reducing profitability for developers. JUAs reduce the costs of providing parking for both parties.

An application to establish a shared-use facility is not listed on the City's community development services, meaning the establishment of a shared-use facility is not easily accessible by prospective developers and the City. It is recommended that the City of National City establish clear criteria to form Joint-Use and Shared-Use agreements between the City and other parties, or two parties within the City. National City has identified several parking lots which are recommended for potential shared use within the boundaries of the Downtown Specific Plan (Figure 3). These resources may not be utilized until the City establishes a clear process and public resources dedicated to managing these agreements.

Figure 3-4 Private Lots Identified for Potential Shared Use in Downtown Parking Action Plan



CASE STUDIES: JOINT/SHARED-USE AGREEMENTS

CITY OF SAN DIEGO³: The City of San Diego authorizes the use of shared parking facilities through a process outlined in the San Diego Municipal Code. For developments which are within a set horizontal distance, and developments within the City’s Coastal Overlay Zone, the City of San Diego provides an application for shared-use parking facilities between two developments. The City sets requirements which must be met to establish a shared-use parking facility, which must be completed before building permits are acquired. The two parties involved in the formation of an agreement must present the agreement to the City Attorney, who will approve the agreement once it is deemed acceptable. The shared parking facility must be fitted with signage indicating the authorized use of the facility, as well as potential modifications to the structure in order to remain compliant with the requirements set in the municipal code.

Finally, the two parties must conduct a parking study using the shared parking formulas provided by the City, to ensure demand is met over the course of the day for the proposed uses of the facility. The findings from these calculations then guide the decision to establish shared-use parking facilities in the City of San Diego. The City’s municipal code outlines the thresholds a development is required to meet in order to maintain a shared-use agreement. Once the City agrees that the parking study is sufficient, the conditional building permit can be issued, and a shared parking facility can be established. Below are two examples of shared use agreements established by the City of San Diego and other public agencies within its city limits.

Table 3-2 Examples of Shared-Use Agreements, City of San Diego

Agreement No.	Parties	Location	Key Terms
00-21175-3	Spreckels Elementary School 6033 Stadium St. San Diego, CA 92122	San Diego Unified School District; City of San Diego	<ul style="list-style-type: none"> • 25-year term • Includes several facilities and utilities, including parking • District is responsible for installation and maintenance of the parking lot • City shall reimburse District 50% of incurred maintenance costs
00-20827	Carmel Creek School 4210 Carmel Center Road San Diego, CA 92130	Solana Beach Elementary School District; City of San Diego	<ul style="list-style-type: none"> • 25-year term • Grants City access to several facilities, including parking • City is responsible for performing all maintenance and repair of the parking areas • Sets terms when San Diego can use facilities granted in the JUA

CITY OF CHULA VISTA⁴: Shared parking facilities in Chula Vista are required for applicants on the same site with different land uses. Like San Diego, a Shared Parking Analysis is required, based upon the variations in the number of parking spaces needed throughout the day. This analysis considers the proposed use of the developments, plus the availability of on-street parking to augment the number of

³ <https://www.sandiego.gov/park-and-recreation/parks/jointusefacilities>

⁴ <https://chulavista.municipal.codes/CVMC/19.62.040>

spaces required in the development itself. The shared parking analysis is reviewed by the Director of Development Services and the City Engineer for approval before an agreement can be made.

Elements of the shared use facility are dictated in the City's municipal code. Like in San Diego, signage indicating the proper use of the facility, whether it is for tenants or residents, are required to manage parking demand within the parking facility. Additionally, modifications of the structure may be required before a conditional building permit is issued to the developer. Once all of the requested criteria are met and approved by the Development Services Director, the structure can be approved for construction.

PARKING POLICY FOR NEW DEVELOPMENTS

National City regulates parking by land use type and floor-area ratio. The City's policy is to require a minimum number of parking spaces based on the size of the development. The current parking requirements for new mixed-use developments in the Downtown National City area are:

- **Non-Residential Uses:**
 - Minimum 2 spaces per 1,000 square feet floor area
- **Residential Uses:**
 - Studio, 1 bedroom, and 2-bedroom units: Minimum 1 space per unit
 - 3 or more-bedroom units: Minimum 2.5 spaces per unit

National City is in the process of producing a general plan update, which may include changes to parking requirements listed above. Continuing to participate in the General Plan update process and disseminating information from this study to guide development of National City's general plan update is important to ensuring City goals and objectives are consistent for all of National City's functions. Parking management staff should allocate time to working with City Planning staff to collaborate in the development of the new General Plan update.

Additionally, National City has published a fee schedule covering most services, fines, and penalties issued by every City department. This schedule does not include in-lieu fees for parking or any other mitigation measure taken by a proposed development.

Parking minimum requirements are based on expected vehicular demand based by land use type. All parking minimum requirements induce traffic demand. In general, higher parking minimum requirements induce a higher rate of vehicular traffic than lower parking minimums. Whereas elimination of parking minimum requirements can reduce traffic due to reduced parking availability. When combined with convenient and frequent public transit and active transportation, reduction or elimination of parking minimums can be an effective traffic mitigation tool.

The State of California has set new requirements in the California Environmental Quality Act (CEQA) review process, mandating the metric used to determine traffic impacts be measured by Vehicle Miles Traveled (VMT) rather than Level of Service (LOS). Cities are adapting to the new regulation by closely reviewing traffic studies conducted by proposed developments and creating schedules of fees and rebates aimed at reducing VMT and incentivizing alternative modes of transportation.

Based on the state mandated precedence, it is recommended that National City evaluate development parking policies aimed at reducing traffic and VMT into the city. This can be accomplished by creating incentives for developers to reduce VMT through establishing in-lieu fees and rebates. During the development review process, mutually beneficial incentives for the City and developers can be developed to help manage congestion in the City should be considered in further policy development. This will also

help the City become more compliant with new State law and regulations. Finally, the City should publish all incentives and fees in the Municipal Code or a technical bulletin posted on the City's website.

CASE STUDIES: PARKING MINIMUMS & IN-LIEU FEES FOR NEW DEVELOPMENT

CITY OF SAN DIEGO: The City of San Diego regulates parking based on Floor Area Ratios (FARs), use, and alternative transportation modes. Considering the diversity of the City's landscape, the amount of parking provided by a development is determined on a case-by-case basis. Developers undergo approval processes before permits are issued by the City, which include a study of the proposed amount of parking in a development. Figure 3-5 contains examples from the Municipal Code.

Figure 3-5 Examples of Minimum Parking Requirements, City of San Diego⁵

Zone	Parking Spaces Required per 1,000 Square Feet of Floor Area Unless Otherwise Noted (Floor Area Includes Gross Floor Area plus below Grade Floor Area and Excludes Floor Area Devoted to Parking)			
	Required Automobile Parking Spaces			Required Bicycle Parking Spaces ⁽²⁾
	Minimum Required Outside a Transit Area	Minimum Required Within a Transit Area ⁽¹⁾	Maximum Permitted	Minimum Required
Commercial Zones				
CC-1-1 CC-2-1 CC-4-1 CC-5-1	2.5	2.1	6.5	0.1
CC-1-2 CC-2-2 CC-4-2 CC-5-2	2.5	2.1	6.5	0.1
CC-1-3 CC-2-3 CC-4-3 CC-5-3	5.0 ⁽³⁾	4.3	6.5	0.1
CC-3-4 CC-4-4 CC-5-4	2.5	2.1	6.5	0.1
CC-3-5	1.0 ⁽⁵⁾	1.0 ⁽⁵⁾	5.5	0.1
CC-3-5/Beach impact area ⁽⁵⁾	2.5	2.1	6.5	
CC-4-5	1.0 ⁽⁵⁾	1.0 ⁽⁵⁾	5.5	
CC-5-5	1.25	1.25	5.5	0.1

⁵ <https://docs.sandiego.gov/municode/MuniCodeChapter14/Ch14Art02Division05.pdf>

Parking Ratios for Specified Non-Residential Uses

Use	Parking Spaces Required per 1,000 Square Feet of Floor Area Unless Otherwise Noted (Floor Area Includes Gross Floor Area plus below Grade Floor Area, and Excludes Floor Area Devoted to Parking)				
	Required Automobile Parking Spaces				Required Bicycle Parking Spaces ⁽³⁾
	Minimum Required Outside a Transit Area	Minimum Required Within a Transit Area ⁽¹⁾	Maximum Permitted	Carpool Minimum ⁽²⁾	Minimum
Institutional					
Separately regulated uses					
Botanical Gardens and Arboretums	3.3	2.8	N/A	N/A	2% of Auto Minimum
Churches and places of religious assembly	1 per 3 seats; or 1 per 60 inches of pew space; or 30 per 1,000 square feet assembly area if seating is not fixed	85% of Minimum	N/A	N/A	2% of Auto Minimum
Educational facilities:					
Kindergarten through grade 9	2.0 per classroom if no assembly area or 30 per 1,000 square feet assembly area	85% of Minimum	N/A	N/A	2% of Auto Minimum
Grade 10 through grade 12	1 per 5 students at maximum occupancy	85% of Minimum	N/A	N/A	2% of Auto Minimum

Multiple Dwelling Unit Type and Related and Accessory Uses	Automobile Spaces Required Per Dwelling Unit (Unless Otherwise Indicated)				Motorcycle Spaces Required Per Dwelling Unit ⁽⁹⁾	Bicycle Spaces Required Per Dwelling Unit ⁽⁵⁾
	Basic ⁽¹⁾	Transit Area ⁽²⁾	Parking Standards Transit Priority Area ⁽⁹⁾	Parking Impact ⁽⁴⁾		
Studio up to 400 square feet	1.25	1.0	0	1.5	0.05	0.3
1 bedroom or studio over 400 square feet	1.5	1.25	0	1.75	0.1	0.4
2 bedrooms	2.0	1.75	0	2.25	0.1	0.5
3-4 bedrooms	2.25	2.0	0	2.5	0.1	0.6
5+ bedrooms	2.25	2.0	0	(See footnote 6)	0.2	1.0
Affordable Housing dwelling units regulated by Section 142.0527	N/A	N/A	0	0.25 beyond that required in Section 142.0527	(See footnote 3)	(See footnote 3)
<i>Condominium conversion⁽⁸⁾</i>						
1 bedroom or studio over 400 Square feet	1.0	0.75	0	1.25	N/A	N/A
2 bedrooms	1.25	1.0	0	1.5	N/A	N/A
3 + bedrooms	1.5	1.25	0	1.75	N/A	N/A
Rooming house	1.0 per tenant	0.75 per tenant	0.75 per tenant	1.0 per tenant	0.05 per tenant	0.30 per tenant
Residential care facility (6 or fewer persons)	1 per 3 beds or per permit	1 per 4 beds or per permit	1 per 4 beds or per permit	1 per 3 beds or per permit	N/A	N/A
Small lot subdivision in accordance with Section 143.0365						

Another consideration in determining the minimum amount of parking required is proximity to transit and other transportation facilities. The City of San Diego allows for lower parking requirements for developments falling within the City's Transit Area Overlay Zone. This area is defined in the City's municipal code as areas with high amounts of transit service, typically near light rail and rapid bus routes.

San Diego recently adopted its Mobility Choice Program, aimed at reducing VMT pursuant to the City's Climate Action Plan and state laws such as SB 743. This program incorporates in-lieu fees for multimodal improvements and provides credits to developers that implement VMT-reduction measures, such as reduced parking, active transportation improvements, and facilities or services to connect to public transit. This incentivizes developers to increase transportation options and reduce parking, which uses land more efficiently and contributes to mobility and climate goals. The fees are calculated depending on a project's location in one of four Mobility Zones—City-defined areas that represent the VMT-reducing potential of new development—and other factors such as land use and floor area.

CITY OF CHULA VISTA⁶: Like most city governments, the City of Chula Vista provides development guidelines in its municipal code. These requirements are similar to San Diego's in that parking requirements are established by a mix of land use and FAR. Additionally, there are specific uses which may require more or less parking based on the expected number of people attracted to a development.

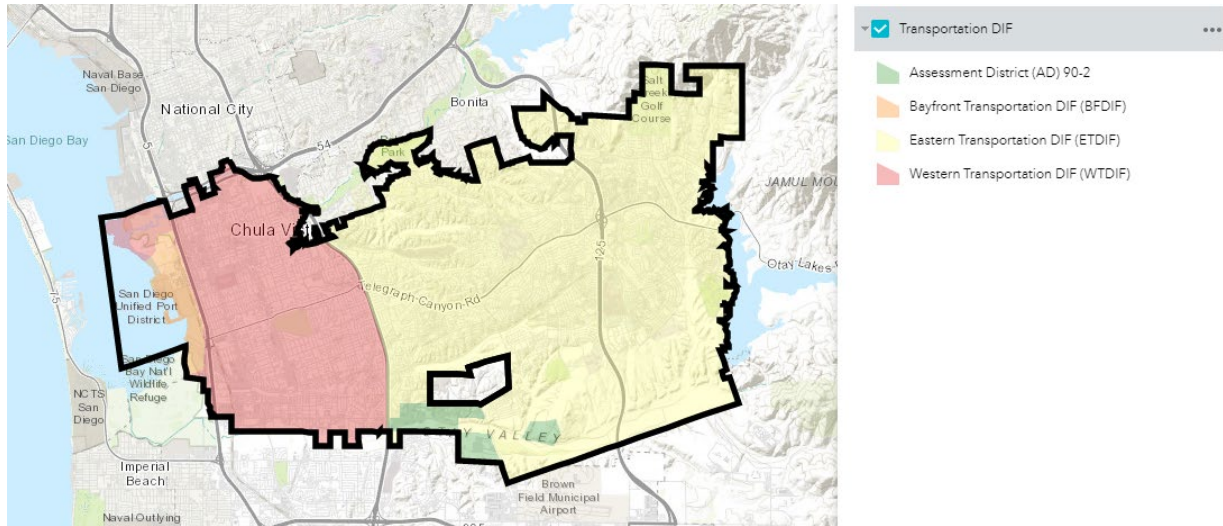
Development guidelines establish development impact fees (DIFs) related to transportation, City services, and utilities. Fees are assessed based on a development's location and very based on the City's assessment of infrastructure needs. Additionally, some fees apply citywide, while others only apply to certain areas (Figure 3-6). These DIFs provide partial funding for much-needed transportation investments, services such as police and fire departments, and utility reinvestments.

TDIFs are viable revenue streams for the City's parking enforcement and traffic engineering divisions, as the fees can be used to further implement parking management strategies and to more sustainably fund enforcement activities related to the proposed parking management strategies. If a developer intends to create more commercial activity in a City, it is reasonable to request they contribute to the potential strain the development will put on City services.

The City of Chula Vista has provided additional guidance for compliance with California SB 743, which mandates the study of traffic impacts by VMT rather than by LOS. As part of the permitting process, a developer must demonstrate the efforts undertaken to minimize negative impacts on the adjacent network VMT as outlined by the City of Chula Vista through guidance from CEQA. These transportation studies consider the amount of parking proposed by a developer, which is reviewed by the City's planning commission and code enforcement officials. Once a development meets satisfactory approval from the Planning Commission or the Chula Vista Redevelopment Corporation, building permits can be issued.

⁶ <https://www.chulavistaca.gov/departments/development-services/how-much-will-your-permit-cost/development-impact-fees>

Figure 3-6 Transportation Developer Impact Fee (DIF) Areas, City of Chula Vista



3 STRATEGIES FOR PARKING DEMAND MANAGEMENT (UTILIZATION)

Parking demand management refers to policies, programs, and incentives that affect the demand for parking, typically using pricing, metering, pricing, and permitting. The demand management strategies are sorted into four categories:

- Metering
- Pricing and payment collection
- Permit districts
- Time restrictions in permit districts

METERING

Parking meters provide are a key tool for local jurisdictions to encourage parking turnover in commercial and other-parking impacted areas. They also provide opportunities for revenue generation that can be reinvested back into local infrastructure or community services.

The City of National City currently has an agreement with a vendor to procure parking meters. As the City explores the options and latest parking meter technology to procure and utilize for the City’s needs, parking meter research was conducted on parking meter types, focusing on the key benefits and disadvantages by meter type. The results of this high-level research exercise can be seen in the table on the following page. Additional case study research was conducted in the cities of San Diego, Chula Vista, and Oceanside for how they procure and maintain their parking meters.

Because the City of National City does not currently have any parking meters, the components of a parking meter system need to be well-defined in the municipal code. Elements such as parking enforcement officers, meter collection personnel, and authority to establish metered parking spaces is recommended for incorporation into the City’s municipal code.

CASE STUDIES: METERING

CITY OF SAN DIEGO: The City of San Diego currently has an agreement with IPS, a local vendor based out of San Diego, to provide all parking meters and back office support. The City maintains responsibility for the installation and maintenance of parking meters and collection/enforcement duties. In total, the City has procured through IPS approximately ~4,500 Single Space Coin/Credit Smart Meters and 165 multi-space meters. Together these two types of meters manage a total of 5,800 metered spaces.

Over the last few years, parking meter procurements within the City of San Diego have been predominantly Multi-Space Smart Parking Meters. These were chosen due to the reduction in ADA and sidewalk clutter issues, the ability to dynamically adjust pricing, and back office support functions that can support parking enforcement officers in identifying violations, and meter utilization information.

CITY OF CHULA VISTA: The City of Chula Vista currently has an agreement with ACE Parking that includes the procurement and maintenance of parking meter equipment. The City of Chula Vista selected ACE Parking to handle these responsibilities as part of a competitive RFP process. Subsequently, ACE Parking enters into cooperative agreements with parking meter vendors to supply/procure parking meter heads as well as manage all maintenance related issues. Currently, ACE Parking is in a partnership with Civic Smart and using Liberty meter heads in the City of Chula Vista. Specific information on the type of




meter being used by the City of Chula Vista can be found here on Civic Smart's website. Single Space Smart Parking Meters | CivicSmart, Inc.

CITY OF OCEANSIDE: The City of Oceanside has three types of parking meters from two different vendors that are currently in operation throughout the City. All parking meters on city streets were procured directly by the City without a competitive RFP process.

- POM Single/Dual Space Coin Meters: historical selection based on a 40-year history with the City
- IPS M5 Single Space Coin/Credit Smart Meters - chosen due to being the only credit card payment meter at the time of procurement
- POM Single/Dual Space Coin/Credit Meters – currently used in testing

While direct procurement was done between POM and IPS with the City of Oceanside for parking meters, a competitive RFP was used for parking machines that are utilized in municipal parking lots.

Table 4-1 Parking Meter Types

Meter Type	Case Study Example	Details/Description	Image
Single Space Coin/ Credit Smart Meters	San Diego Chula Vista Oceanside	<p>Single space coin/credit smart meters can accept both coin and credit card payments with magstripe or EMV certified card readers. Some individual meters are also able to process mobile payments and can be solar powered.</p> <p>Single space meters are intuitive and provide convenience to motorists with payment available at each individual space. For smaller blocks, they are also more cost effective.</p>	 <p>https://www.civicsmart.com/new-liberty-next-gen-meter</p>
Dual Space Coin/ Credit Smart Meters	Oceanside	<p>Dual space coin/credit smart meters provide all of the same benefits of single space parking meters but have the capability to manage two adjacent spaces under one parking meter housing. In addition to reducing the cost of procuring parking meters for each individual space, dual space meters also reduce sidewalk clutter in high pedestrian areas. Dual space meters are more intuitive for diagonal parking spaces but can be utilized for any on-street parking application given that the two spaces are adjacent.</p>	 <p>http://pom.com/mechanisms/parktel/</p>
Multi-Space Coin/ Credit Smart Kiosks	San Diego	<p>Multiple vendors throughout San Diego County utilize multi-space Smart Meters/Kiosks. These kiosks are typically more expensive but can cover multiple spaces. Additionally, depending on vendor and technology there are additional capabilities and features available. Smart kiosks typically provide three primary modes:</p> <ul style="list-style-type: none"> ➤ Pay & Display: Motorists pay for their desired time and receive a ticket for display ticket on their dashboard, which are checked by enforcement officers. ➤ Pay by Space: Motorists select their space number and desired parking time. Enforcement officers can view real-time reports on active/inactive spaces. ➤ Pay by License: Motorists input their license plate number and select their desired parking time, then receive a ticket for display ticket on their dashboard, which are checked by enforcement officers. 	 <p>https://www.ipsgroupinc.com/products/ms1/</p>

PRICING & PAYMENT COLLECTION

To determine appropriate parking meter pricing for the City of National City's future parking meters, an inventory of pricing in adjacent jurisdictions was conducted to provide context and information to the City to help in making future decisions.

CASE STUDIES: PRICING

CITY OF SAN DIEGO: The City of San Diego has variable parking meter rates throughout each of the five community parking districts in the City. Rather than establish a clearly defined rate sheet by area, the City of San Diego Municipal Code establishes an 85% utilization rate goal per block. Parking utilization rate refers to the number of available parking spaces (capacity) occupied per block. This 85% utilization rate is supported and cited in both the Institute of Transportation Engineers (ITE) Traffic Engineering Handbook and case study research from the SFPark program in San Francisco. While parking meter rates are variable, the minimum permitted charge is \$0.25 per hour and as much as \$2.50 per hour.

Setting and modifying rates is approved at the City Council. The City of San Diego conducts parking utilization studies for each community parking district. These parking utilization studies originate from either public requests or are commissioned by the Community Parking District as part of annual planning and budgeting processes. Results and recommendations from these studies are approved as part of the Annual Plan and Budget report that is required to be sent to City Council. Approval of the Plan and Budget, which includes any rate modifications, rests with City Council and may be granted by authorizing the Mayor or City Manager to execute a written Agreement between the City and each Community Parking District Advisory Board, or through the annual citywide budgetary approval process. Additional information on the establishment and management of Community Parking Districts including the procedures for setting and modifying rates, refer to San Diego City Council Policy 100-18⁷ and Municipal Code §86.0⁸.

CITY OF CHULA VISTA: In Chula Vista, parking meters and fee-based municipal parking lots are limited to the Downtown business area in the western portion of the City. The 3rd Avenue Business Association collaborated extensively with ACE Parking and the City of Chula Vista and decided on low meter fees to avoid deterring customers from shopping and dining throughout the Downtown area. While the meter fees are low, anecdotal evidence suggests that the fear of receiving a higher citation of \$25 for an expired meter provides enough incentive to facilitate parking turnover in the area. The City of Chula Vista has developed a parking meter rate sheet that establishes parking meter rates as follows:

- \$0.25 per 30-minute interval
- \$0.50 per 60-minute interval.

CITY OF OCEANSIDE: The City of Oceanside sets a parking meter rate based on what neighboring jurisdictions in Orange County and other beach communities in San Diego County are establishing. Their parking meter rates are also affected by mandated increases by the Coastal Commission. Single space parking meters are currently set at \$1.50 per 60-minute interval.

⁷ https://docs.sandiego.gov/councilpolicies/cpd_100-18.pdf

⁸ <https://docs.sandiego.gov/municode/MuniCodeChapter08/Ch08Art06Division01.pdf>

CASE STUDIES: PAYMENT COLLECTION

CASH: As part of the development of parking meter policy and procedures for the City of National City, the City must prepare procedures for the collection of cash/coin from parking meters. The City of Chula Vista, due to their agreement with ACE Parking, provides an excellent case study for the best practices with regards to cash/coin collection procedures. ACE Parking has developed collection procedures that are conducted by coin collector officers. ACE Parking employs these coin collector officers, who are responsible for collecting the parking meter revenues through the use of a secured rolling safe. The coin canisters themselves are removed from the parking meter and then secured within a coin tube as part of the rolling safe. Once coins are collected from the meter, the procedure/policy after collection is:

- The coins are collected into the secured rolling safe and returned to the parking office.
- The coin collector meets up with the opening parking enforcement officer who has a second key to the rolling safe. Both the cash collector key and parking enforcement officer key is required to open the rolling safe (Dual Custody)
- The coins are transferred into deposit bags and sealed – deposit slips completed
- The bags are brought to the bank by both employees and deposited (Dual Custody)
- A receipt is given for the bags deposited as the deposit count will be conducted by the bank at a later time by weight.
- Reconciliation is completed by the coin count employee and the city official who can confirm the coin deposit amounts from the bank when complete.
- Reconciliation reports are completed for the month end statement provided to the City.

CREDIT CARD: To remain technologically current and respond to user demand, additional payment methods are necessary for parking meters to be fully utilized by parkers. Among these payment collection methods are payments via credit card. In order to utilize credit cards at pay meters, use agreements must be negotiated between credit card companies such as Visa and Mastercard and the jurisdiction. Similarly, parking meter vendors can and do regularly negotiated with credit card companies to reduce fees associated with credit card processing. An example of this type of negotiation/strategy is described below.

The company IPS Group which supplies the parking meters and kiosks to both the City of San Diego and the City of Oceanside developed a strategic partnership with AMG Payment Solutions (AMG). Through this strategic partnership, AMG and IPS jointly negotiated exclusive preferred interchange rates with Visa and Mastercard for IPS meter users. While this is a marketing strategy that IPS and AMG use to incentivize jurisdictions to contract with IPS, these types of agreements provides a case study precedent for the City of National City to inquire with their vendors as they implement credit card collection as part of the procurement of parking meters.

PAY-BY-PHONE/APP: Another newer method of payment collection for parking includes Pay-by-Phone and Application based payments. This type of

Figure 4-1 City of San Diego ParkMobile App



payment collection allows parkers and users to pay using different payment methods including Apple Pay, PayPal, as well as other credit cards. These apps also provide users and parkers additional benefits such as push notifications and alerts when parking sessions are about to expire, as well as provide enforcement officers details on actively parked spaces. These apps also interface with private lots as well, to give users as much information as possible when trying to park in parking congested areas.

In the San Diego region, ParkMobile is an application that is used at some parking meters in the region. In the City of San Diego, parking meters that display a green ParkMobile sticker are eligible for payment via the mobile application. As the City of National City explores parking meter procurement, it is recommended that the City also explore opportunities to partner with ParkMobile and other pay-by-phone/application-based companies.

PERMIT DISTRICTS

The City of National City has planned out phases of parking permit districts within its city limits. This is not uncommon among cities in Southern California which, like National City, suffer from a parking supply that is near or at capacity. These areas help increase parking turnover by regulating parking more strictly for drivers not residing in the area they are parking and giving few to no restrictions to those residing in a residential permit parking district.

In general, permit parking districts should be established in residential areas with low turnover and high demand. However, regulating curb space for residents of a permit parking zone must account for the other parking area users which may be negatively impacted by the establishment of an exclusive residential permit parking district. To remedy this, regulations for non-permit holders should be used to allow non-residents to park during certain hours to make the most of the parking supply in that area. This will help best manage parking on City streets and will better ensure residents have street parking near their homes. In dense, commercial environments, metered parking is more appropriate to manage parking as it facilitates higher turnover.

National City currently has the framework needed to administer parking permits, as the City has already established residential permit parking areas. However, implementation will require additional City resources. Staff will be required establish new permit districts and associated regulations, adjust existing curb markings and signage, and administer the program in perpetuity. The regulations also should define certain key terms, such as Residential Permit Parking District and Parking Permit.

Permitting methods may include:

PLACARD: A temporary sign that hangs from a vehicle's rear-view mirror. These permits are visible by looking through the front windshield.

STICKER: A permanent sticker displayed on the front or rear of a vehicle, visible from the exterior.

VIRTUAL PERMITS: A new parking management system that uses vehicle information such as make, model, Vehicle Identification Number (VIN), or license plate number. Parking enforcement officers then identify permitted vehicles using these characteristics. The City of National City already owns License Plate Reader (LPR) units that could help facilitate a virtual permit system.

Figure 4-2 Examples of Permit Parking Placard & Sticker



CASE STUDIES: PERMIT DISTRICTS

CITY OF SAN DIEGO⁹: In San Diego, residents may form a petition to create a permit parking district which is then submitted to the City for review and approval. In order to be approved, a resident or group of residents must first contact the City's Traffic Engineering Operations. From there, Traffic Engineering Operations will determine if the proposed area is eligible pursuant to the City's municipal code to become a permit parking district. If the area is eligible, a petition will be sent to the inquirer, and requires 50% of residents in the proposed area to sign the petition. A parking study will be conducted once the signatures on the petition are verified, objectively considering such factors as percentage of non-resident vehicles parking in the neighborhood, the average amount of time vehicles are parked, and the total number of vehicles using on-street parking during this period.

The City will typically form a parking district under the following conditions¹⁰:

1. There is a minimum of 500 residential units, occupying a minimum of six block faces
2. Area is predominantly residential
3. There is a single, major traffic generator in the immediate vicinity
4. The parking impact is long-term (3-hour minimum), severe (at least 75% of the vehicles are non-residents), and is commuter, not residential, in origin
5. There must be adequate existing on-street parking for residents to find spaces if a district were established
6. Existing legal off-street parking must be inadequate to meet the needs of the residents
7. If area wants to be added to or removed from an existing district, it must be contiguous with the district in order to be added, and must not create an "island" of non-permit parking within an existing district

After a parking study is conducted to determine if a permit parking district should be established, a public hearing will be held with residents of the proposed district. From there, the City Council and Mayor must approve of the establishment of a permit parking district. City of San Diego parking permits cost \$9 for the year per vehicle, and each qualifying address is allowed up to four permits. Permit parking holders can

⁹ <https://docs.sandiego.gov/municode/MuniCodeChapter08/Ch08Art06Division20.pdf>

¹⁰ These internal criteria were provided directly from City of San Diego staff

purchase temporary permits for guests for \$7 per year. Residential permit parking areas are enforced at varying times, but are generally enforced during the weekdays, with the exception of Area F, which is also enforced on Saturdays. The City will not enforce permit parking areas on holidays. These areas are enforced during varying times of the day but are generally enforced during working and commute hours.

Figure 4-3 City of San Diego Permit Parking Districts

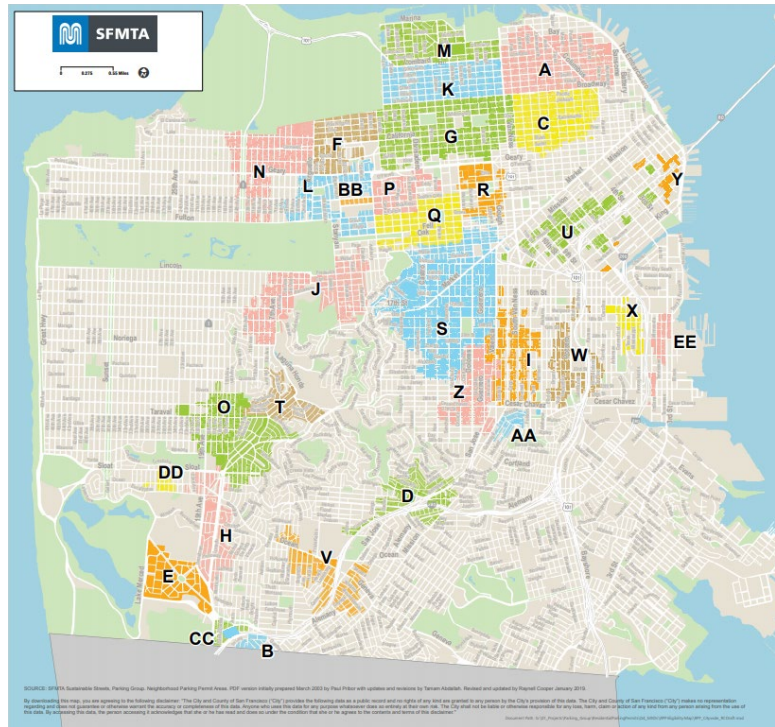


CITY & COUNTY OF SAN FRANCISCO¹¹: The San Francisco Municipal Transportation Agency (SFMTA) is known for its innovative parking management strategies, with Residential Parking Permits remaining an important strategy in managing the City’s on-street parking supply. As is the case in San Diego, the process starts with interest from the residents within the proposed permit parking area.

Residents must petition amongst themselves; signatures from either 250 households or 50% of the residential units must be filed with the City’s Residential Parking Permit Program to start the process.

After the resident petition is submitted, SFMTA reviews the signatures collected. The City then conducts a parking occupancy study to confirm there is a problem that can be addressed by regulation. If the study shows that more than 80% of the spaces on an applying block are occupied, SFMTA staff will initiate the process to extend a residential permit parking district to that block by recommending regulation to the SFMTA Board of Directors. Once the studies are complete, the SFMTA Board of Directors reviews the information, and sign installation and permit issuance occur once the permit parking district information has been approved. The process of establishing a new Residential Parking Permit District in San Francisco can take up to two years.

Figure 4-4 SFMTA Permit Parking Districts



TIME RESTRICTIONS IN PERMIT DISTRICTS

Parking permit districts have previously been proposed in the City’s Downtown Specific Plan. The plan outlines the need to implement permit parking districts and phase them to cover more of the Downtown Specific Plan boundaries. More information about the Downtown Specific Plan can be found in this project’s summary report for Task B. Once permit parking districts have been established, permit parking district permit holders will not be subject to timed parking restrictions within their assigned district; this will only apply to non-permit holders.

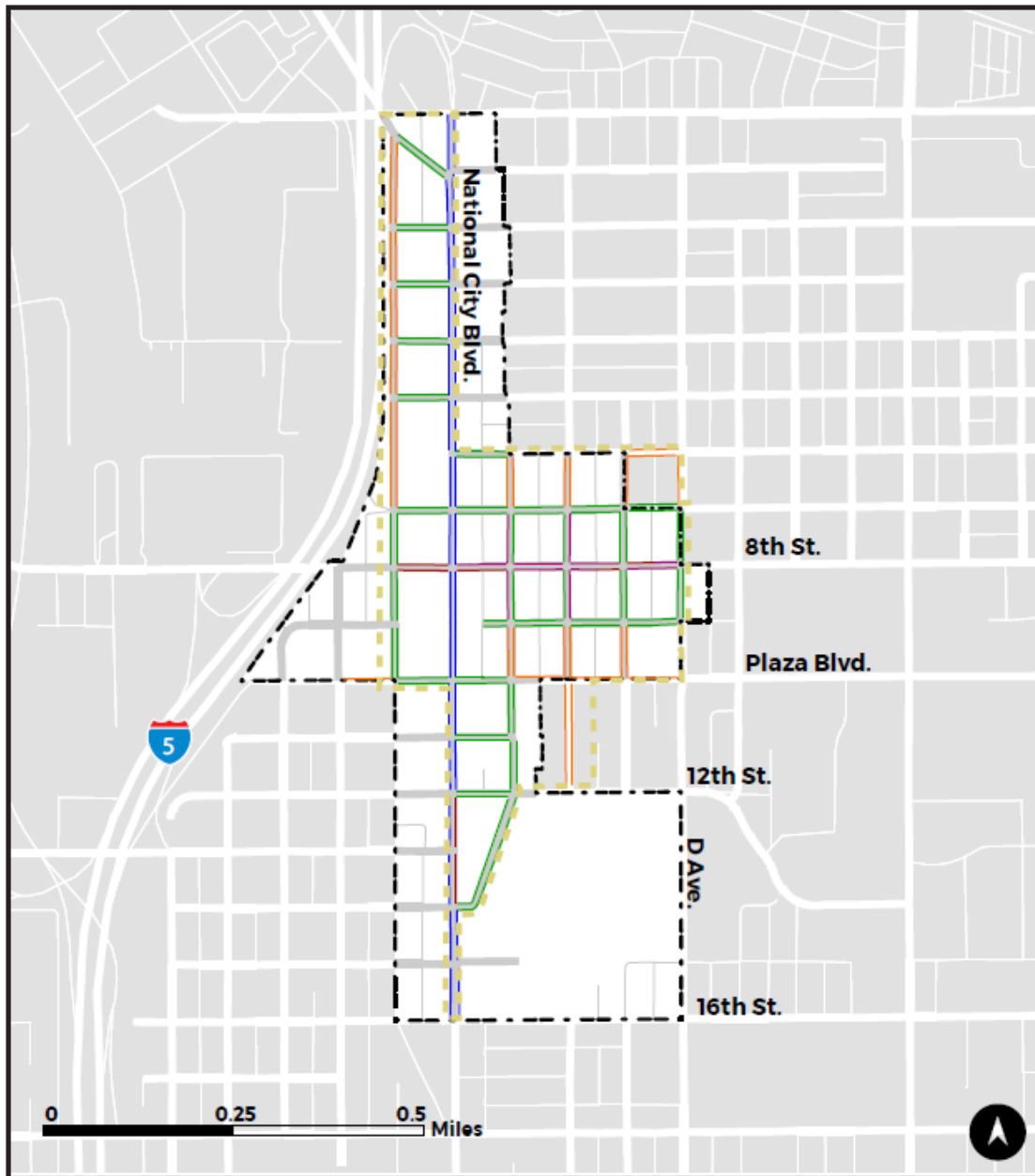
The three phases show the different implementation of timed parking restrictions as they relate to permit parking districts proposed by the City. Within the areas delineated by dashed lines, the timed parking restrictions will apply to everyone who does not hold a parking permit for their respective district. These districts will likely be enforced 24 hours per day, but the time restricted parking in established permit parking zones will only be available during business hours to allow enough parking for patrons of the downtown business district on 8th street and to encourage turnover. Once outside business hours, the

¹¹ https://www.sfmta.com/sites/default/files/reports-and-documents/2021/08/rpp_extension_policy_memo_final_081121.pdf

time restricted parking will expire, and these areas will be reserved for parking permit holders only. Having said this, it is imperative for the City to continue to monitor parking conditions in permit parking areas in order to effectively manage and implement policy fitting of the parking conditions observed in each permit parking district. Permit parking districts should be modified as new development is approved and new land use plans are considered.

Phase 1 of the proposed parking permit districts covers all the 8th street downtown area and the National City Boulevard Corridor. As seen above, the focus of the Downtown area is defined by 8th street, between National City Boulevard and D Avenue, with 30-minute parking and parking meters proposed directly in front of the businesses along 8th street. The parking regulations are for the most part confined within the National City Downtown Specific Plan boundaries. Starting from 8th Street, the timed restrictions become gradually longer, starting to adjust to two hours immediately off the 8th street corridor up to four hours further away from the 8th street corridor. The National City Boulevard corridor starts at 1-hour parking but follows the same tiered timed parking restrictions as the 8th street corridor.

Figure 4-5 National City Permit District Implementation Phase 1

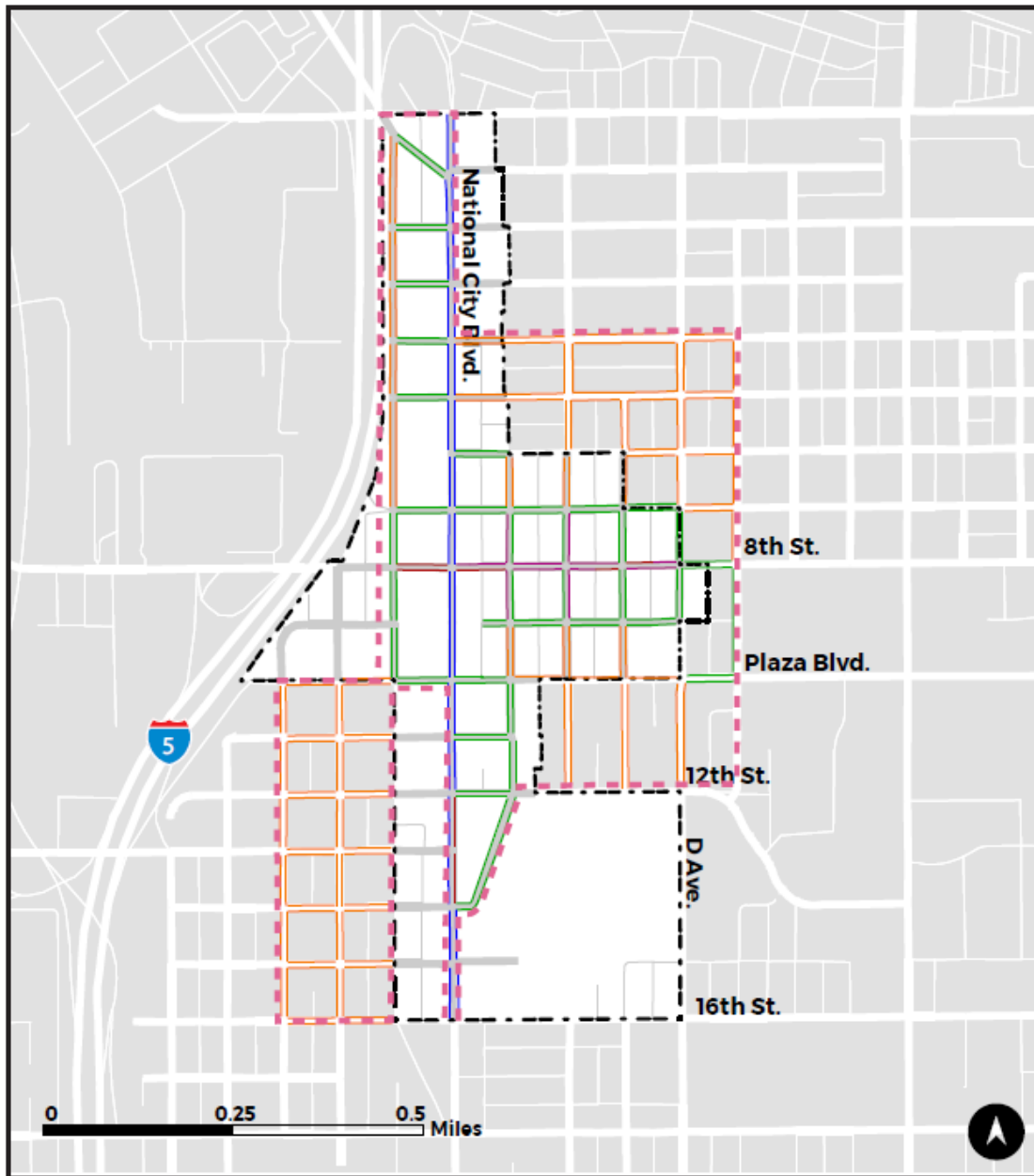


LEGEND


- National City Downtown Specific Plan Boundary
- Phase 1 Parking Permit Implementation
- No Parking
- 30-Minute Parking
- 1-Hour Parking
- 2-Hour Parking
- 4-Hour Parking

Phase 2 accounts for the proposed permit parking districts west of National City Boulevard, north of the Downtown Specific Plan boundaries, and just north of Kimball Park. These proposed permit parking districts will include four-hour parking for non-permit holders, otherwise the parking on City streets is unlimited for permit parking district holders within their assigned district.

Figure 4-6 National City Permit District Implementation Phase 2

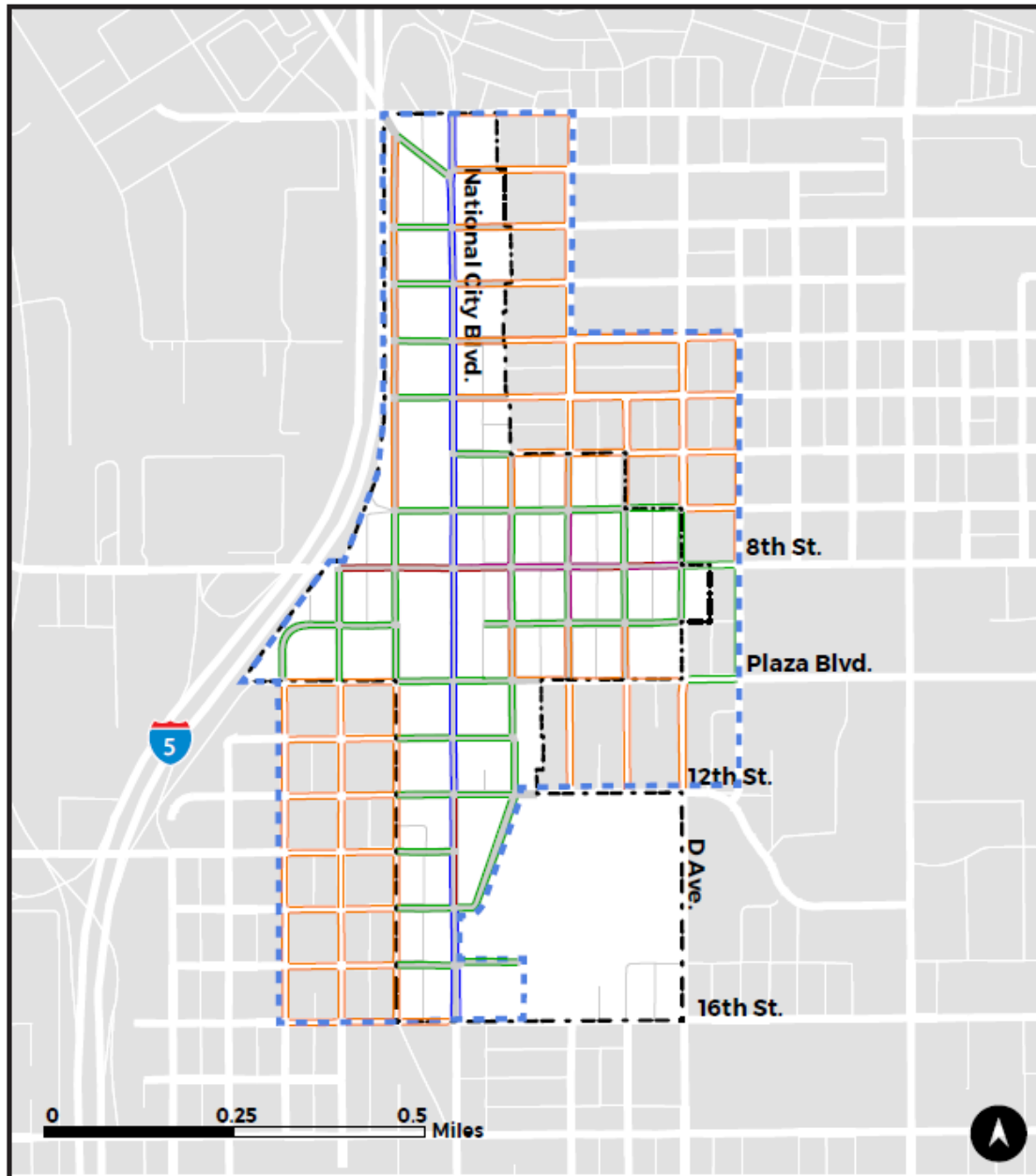


LEGEND

-  National City
Downtown Specific Plan Boundary
-  Phase 2
Parking Permit Implementation
-  No Parking
-  30-Minute Parking
-  1-Hour Parking
-  2-Hour Parking
-  4-Hour Parking

Phase 3 incorporates all the proposed permit parking districts in Downtown National City, which includes all areas within the Downtown Specific Plan Boundaries, and areas northeast of the Downtown Specific Plan boundaries not previously captured by a permit parking district phase.

Figure 4-7 National City Permit District Implementation Phase 3



LEGEND

-  National City Downtown Specific Plan Boundary
-  Phase 3 Parking Permit Implementation
-  No Parking
-  30-Minute Parking
-  1-Hour Parking
-  2-Hour Parking
-  4-Hour Parking

4 STRATEGIES FOR PARKING ENFORCEMENT

Enforcement refers to the means and methods of collecting payment from parking meters, monitoring parking areas, issuing citations for parking violations, and facilitating a legal process for the adjudication and appeal of cited violations.

- Deployment of enforcement resources
- Fines and fees

DEPLOYMENT OF ENFORCEMENT RESOURCES

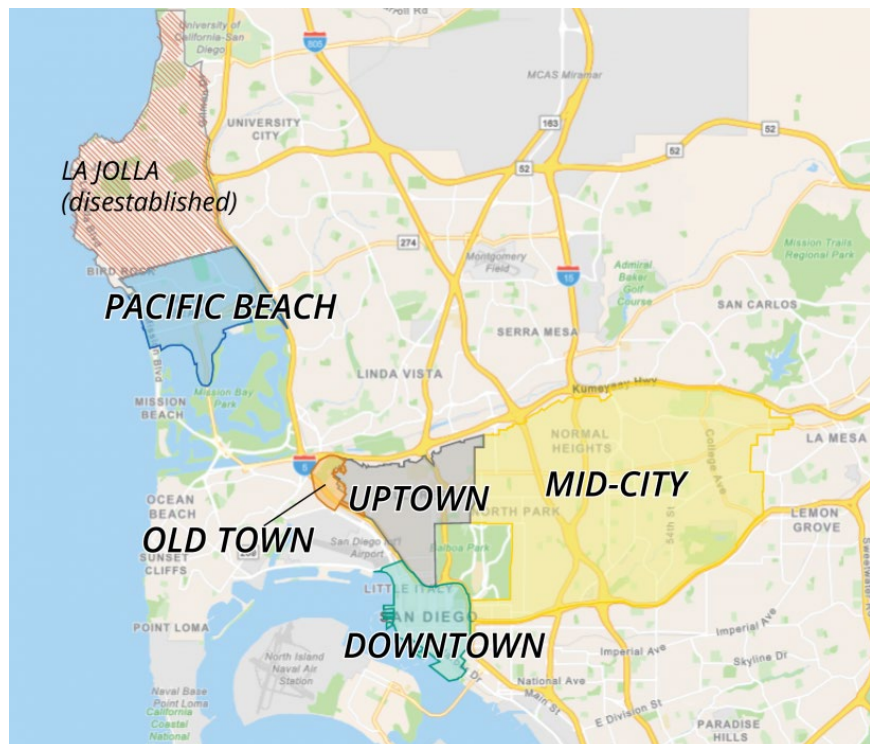
Most local jurisdictions in San Diego County provide for their own enforcement of public parking rules and meters, typically through dedicated parking enforcement officers, police officers, or privately contracted enforcement services. Some jurisdictions have service agreements with the San Diego County Sheriff's Department to provide enforcement services. There currently are no other multijurisdictional parking enforcement agreements in effect in San Diego County.

CASE STUDIES: ENFORCEMENT RESOURCES

CITY OF SAN DIEGO: The City of San Diego only permits the use parking meters within already defined Community Parking Districts, established by the City Council and designated in the City of San Diego Municipal Code. These districts are shown in Figure 5-1, and are Downtown, Uptown, Mid-City, Old Town, and Pacific Beach. Of these districts, only Downtown, Uptown, and Mid-City currently have parking meters while Pacific Beach is in the process of installing parking meters.

While parking meter maintenance is managed across the Community Parking Districts with parking meters, parking enforcement including parking meter enforcement is conducted City-Wide. Table 5-1 shows the approximate number of parking meters by city area, as well as the number of staff that supports maintenance and enforcement. Parking enforcement officers are responsible for all parking violations, and the beats that each officer covers are adjusted based on need and prevalence of violations. For

Figure 5-1 City of San Diego Metered Community Parking Districts



example in the Downtown Community Parking District, 1 parking enforcement officer may be responsible for 4-5 square blocks of parking meters throughout the entirety of their shift.

Table 5-1 City of San Diego Community Parking District Size & Staffing

District / Location	# of Parking Meters	Parking Meter Maintenance Staff	Parking Enforcement Staff
Downtown	4016	3 Supervisors 1 Sr. Technician 7 Technicians	58 Parking Enforcement Officers 6 Supervisors
Uptown	1570		
Mid-City	250		
Pacific Beach	TBD		
Old Town	NA	NA	
Non-CPD Areas in City of San Diego			

CITY OF CHULA VISTA: The City of Chula Vista Municipal Code designates specific roadway segments and municipal parking lots as designated parking meter zones. These zones have been established within the Downtown Chula Vista area and are currently enforced through a joint agreement with the ACE Parking, a private parking-management company based in San Diego. ACE Parking's current agreement with the City of Chula Vista includes the following meter-related enforcement responsibilities:

- Procurement of parking meter heads
- Maintenance of parking meter equipment
- Collection of parking meter payments
- Issuing of parking meter violation citations
- Processing of parking citations
- Appeals of parking citations
- Collection of parking meter and turnover data

With ACE Parking managing meter-related enforcement activities, the Chula Vista Police Department handles enforcement of all other types of parking violations including red zones, blue zones (disabled), fire lanes, alleys, and 72-hour violations.

CITY OF OCEANSIDE: The City of Oceanside employs 12 full-time staff who are responsible for the enforcement of all parking-related issues including meter enforcement and other parking violations. Oceanside has approximately 167,000 residents and an area of approximately 42.2 square miles.

CITY OF DEL MAR: The City of Del Mar employs 3 full-time parking enforcement officers and up to 11 part-time parking enforcement officers depending on the season, to handle all related parking enforcement issues pertaining to both parking meters as well as other violations. Del Mar has approximately 4,000 residents and an area of approximately 1.8 square miles.

FINES & FEES

In addition to enforcement, local jurisdictions have authority to set fees for violations of parking rules and meter, as well as late fees per the payment requirements set in the California Vehicle Code. These fees provide the greatest incentive for users to comply with parking regulations. As the City explores and

selects a parking meter fee structure best suited for its residents and visitors, a case study of neighboring San Diego and Chula Vista can provide valuable insight to the City’s decision-making process.

Table 5-2 shows the initial cost for parking meter fees, as well as first and second late fees for these jurisdictions.

Table 5-2 Parking Violation Fees in San Diego, Chula Vista & Oceanside

Jurisdiction	Expired Meter Fee	1st Late Fee	2nd Late Fee
San Diego	\$42.50	\$30.00 <i>(\$72.50 Total)</i>	\$10.00 <i>(\$82.50 Total)</i>
Chula Vista	\$25.00	\$25.00 <i>(\$50.00 Total)</i>	\$0.00 <i>(\$50.00 Total)</i>
Oceanside	\$58.00	\$58.00 <i>(\$116.00 Total)</i>	\$0.00 <i>(\$116.00 Total)</i>

5 SUMMARY OF RECOMMENDED STRATEGIES

The following summarizes the recommended parking strategies for implementation as the next steps to this parking study. The following strategies will give the City more tools and greater flexibility to manage parking supply, demand, and enforcement. Most recommendations include updates to Municipal Code Title 11 as well as other written policies.

STRATEGIES FOR PARKING SUPPLY MANAGEMENT (CAPACITY)

SIGNAGE & CURB MARKINGS: Continue to use current signage and curb markings. Continue to monitor the California Vehicle Code and the municipal codes of surrounding cities to maintain general consistency with those regulations. Parking enforcement officers should continue to engage with other City departments to ensure consistency with current and proposed regulations. More detailed definition of authority to implement changes is needed in the municipal code.

ANGLED PARKING: Continue to implement conversions to angled parking proposed in the Downtown Parking Action Plan, including allocating sufficient budget for the design and construction of roadway elements, striping, and signage. The City's Planning Department should work with the City Engineer to evaluate additional roadway segments with sufficient right-of-way that may be good candidates for additional conversions to angled parking. The City should also explore developing design and development criteria for angled parking or utilize angled parking guidance recommendations from the City of San Diego.

JOINT/SHARED-USE AGREEMENTS WITH PRIVATE ENTITIES: Expand joint/shared-use agreements beyond the Westside Specific Area Plan. Establish—in the Municipal Code or a technical bulletin posted on the City's website—clear regulatory criteria for the formation of joint/shared-use agreements between the City and other parties, and between two parties within the City. Develop sample agreement language and publish with the criteria in the Municipal Code or a technical bulletin posted on the City's website.

PARKING MINIMUMS & IN-LIEU FEES FOR NEW DEVELOPMENT: Through the General Plan update continue to adjust parking policies and requirements as needed for consistency. Create incentives for developers to reduce VMT and manage congestion through the establishment of in-lieu fees, rebates, and incentive policies. Publish all incentives and fees in the Municipal Code or a technical bulletin posted on the City's website.

STRATEGIES FOR PARKING DEMAND MANAGEMENT (UTILITZATION)

METERING: Because the City of National City does not currently have any parking meters, a parking meter system needs to be well-defined in the municipal code. Recommend that elements such as parking enforcement officers, meter collection personnel, and authority to establish metered parking spaces is incorporated into the City's municipal code.

PRICING & PAYMENT COLLECTION: Recommend developing a pricing package and payment collections appropriate for City of National City using guidance from the case studies presented. Pricing should be available on the City's website as well as made available at City Hall.

PERMIT DISTRICTS: Allocate City resources to establish new permit districts and associated regulations, adjust existing curb markings and signage, and administer the program in perpetuity. Permit parking districts should be modified as new development is approved and new land use plans are considered.

Include terms in recent planning documents which should also be defined in the municipal code, such as primary parking district and secondary parking district. The regulations also should define certain key terms, such as primary parking district and secondary parking district.

TIME RESTRICTIONS IN PERMIT DISTRICTS: Continue to implement the permit parking districts proposed in the Downtown Specific Plan, including the recommended phasing of timed parking restrictions. This will allow residents to continue to park where they live, with turnover being managed during peak hours.

STRATEGIES FOR PARKING ENFORCEMENT

DEPLOYMENT OF ENFORCEMENT RESOURCES: Update the Municipal Code and supporting policies to allow the City to explore and engage in multijurisdictional parking enforcement agreements.

FINES & FEES: Recommend developing a fines and fee package and payment collections appropriate for City of National City's application using guidance from the case studies presented. The fines and fees should be available on the City's website as well as made available at City Hall.

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 # ____
11/16/21

City Manager Report

(City Manager)

The following page(s) contain the backup material for Agenda Item: [Request to consider a resolution in support of Micro Enterprise Home Kitchen Operations \(MEHKO\) - Vice Mayor Jose Rodriguez.](#)

Please scroll down to view the backup material.

Item # ____
11/16/21

**Request to consider a resolution in support of Micro Enterprise
Home Kitchen Operations (MEHKO) – Vice Mayor Jose Rodriguez**



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Vice Mayor Jose Rodriguez

Today's Date: Tuesday, November 9th, 2021

Is this matter considered Time-Sensitive by another entity deadline? Yes

WRITTEN REQUEST

I, Jose Rodriguez, hereby request that the following item be placed on the City of National City – City Council meeting agenda on Tuesday, November 16th, for consideration.

Request:

A resolution signed by all willing National City elected officials in support of MEHKO's "Micro Enterprise Home Kitchen Operations." The resolution would be provided to the San Diego County Board of Supervisors before the County discussion of MEHKO's in mid-January.

Background Info:

Assembly Bill 626 (AB 626) passed into law in 2018 and became effective on January 1, 2019. AB 626 allows home cooks to apply for a Microenterprise Home Kitchen Operations ("MEHKO") permit to legally sell food directly to the public from a home kitchen. The subsequent cleanup bill, AB 377 became law on October 2019. A resolution to opt into AB 626/AB 377 would support San Diego County to implement MEHKO licensing throughout the County.

Reasons:

MEHKO creates a new path that enables home cooks from all socio-economic statuses to enter the food service industry with low startup costs, allowing them to generate income and potentially increase access to affordable food options in their community, particularly in food deserts like National City.

If the City Council authorizes a MEHKO program, individual MEHKOs must be operated by the resident of a private home or apartment. Up to 60 meals per week, or 30 meals per day can be delivered, ordered online, or served in-house. A health permit is required, but only one inspection per year is allowed, and must be pre-scheduled with the operator. Operators are not limited in the types of food they can prepare, may have one full-time food employee, and are limited to \$50,000 in verifiable gross annual sales.