



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, FEBRUARY 1, 2022 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MARCUS BUSH
Vice Mayor

RON MORRISON
Councilmember

MONA RIOS
Councilmember

JOSE RODRIGUEZ
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,

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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)

1. [Maritime Clean Air Strategy - Implementation Update and Preliminary Health Risk Assessment \(Port of San Diego\). \(Sandy Naranjo, Port Commissioner, Port of San Diego and Larry Hofreiter, Program Manager, Port of San Diego\)](#)

INTERVIEWS / APPOINTMENTS

2. [Appointments: City Boards Commissions and Committees - Mayoral Appointments to Board of Library Trustees, Public Art Committee, Traffic Safety Committee and Veterans & Military Families Advisory Committee. \(City Clerk\)](#)

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

CONSENT CALENDAR

3. [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. \(City Clerk\)](#)
4. [Approval of City Council Meeting Minutes, Parking Authority Meeting Minutes, and Successor Meeting Minutes for Meetings held in November and December 2021. \(City Clerk\)](#)
5. [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to March 1, 2022, as required by AB 361. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City, California approving and ratifying the Second Amendment to an Agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized](#)

[area of labor law to extend the term of the Agreement from January 1, 2022-December 31, 2022. \(City Manager\)](#)

7. [Resolution of the City Council of the City of National City, California approving the settlement between Madison Blaylock et al. v. the City of National City. \(City Attorney\)](#)
8. [Resolution of the City Council of the City of National City, California approving the settlement between Mario Toledo Bedolla et al. v. the City of National City. \(City Attorney\)](#)
9. [Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 4, 2022 to February 14, 2022 at the Westfield Plaza Bonita Mall with no waiver of fees. \(Community Development\)](#)
10. [Temporary Use Permit — Request from Homestead Steaks, LLC to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from February 4, 2022 thru February 20, 2022 with no waiver of fees. \(Community Development\)](#)
11. [Warrant Register #25 for the period of 12/17/21 through 12/23/21 in the amount of \\$0.00. \(Finance\)](#)
12. [Warrant Register #26 for the period of 12/24/21 through 12/31/21 in the amount of \\$1,092,468.82. \(Finance\)](#)
13. [Warrant Register #27 for the period of 1/01/22 through 1/07/22 in the amount of \\$1,342,929.64. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

14. [Public Hearing and Adoption of a Resolution by the City Council of the City of National City, California establishing Residential Permit Parking District “N” on south side of 300 block E. 27th Street and on both sides of “C” Avenue, south of 27th Street \(TSC 2021-19\). \(Engineering/Public Works\)](#)
15. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney. \(City Attorney\)](#)
16. [Introduction and First Reading of an Ordinance of the City Council of the City of National City, California Repealing and Replacing National City Municipal Code Chapter 2.75. entitled, Election Campaign Regulations. \(City Clerk\)](#)

NON CONSENT RESOLUTIONS

17. [Resolution of the City Council of the City of National City, California authorizing the establishment of a General Fund appropriation of \\$1,000,000](#)

[and corresponding revenue budget for the Las Palmas Pool Widening project. \(Engineering/Public Works\)](#)

18. [Update on the American Rescue Plan Act Final Rule and Resolution of the City Council of the City of National City, California, allocating \\$4M of the American Rescue Plan Act funding for General Fund Budget Offsets in Fiscal Year 2022-2023 and Fiscal Year 2023-2024. \(Finance\)](#)
19. [Resolution of the City Council of the City of National City, California, approving the Memorandum of Understanding \(MOU\) between the City and the National City Municipal Employees' Association \(NCMEA\) and authorizing a Fiscal Year 2021-2022 budget appropriation of \\$350,000 to fund salary and benefit increases. \(Human Resources\)](#)
20. [Resolution of the City Council of the City of National City, California, approving salary and benefit changes for the Confidential, Management, and Executive employee groups, effective February 8, 2022, and authorizing a Fiscal Year 2021-2022 budget appropriation of \\$159,750 to fund said salary and benefit increases. \(Human Resources\)](#)
21. [Resolution of the City Council of the City of National City, California, authorizing a two-year Employment Agreement between the City of National City and Jose Tellez for the position of Police Chief with an annual base salary of \\$212,263.67, effective March 14, 2022. \(Human Resources\)](#)
22. [Resolution of the City Council of the City of National City, California, authorizing a two-year Employment Agreement between the City of National City and Bradford Raulston for the position of City Manager with an annual base salary of \\$240,203.96, effective May 22, 2022. \(Human Resources\)](#)
23. [Resolution of the City Council of the City of National City, California approving City Attorney's request for authority to participate in the San Diego County Bar Association's Diversity Fellowship Program. \(City Attorney\)](#)

NEW BUSINESS

24. [District Elections Process and Community Outreach Overview. \(City Clerk\)](#)

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

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

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 15, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Maritime Clean Air Strategy - Implementation Update and Preliminary Health Risk Assessment \(Port of San Diego\). \(Sandy Naranjo, Port Commissioner, Port of San Diego and Larry Hofreiter, Program Manager, Port of San Diego\)](#)

Please scroll down to view the backup material.

Item # ____

02/01/22

**Maritime Clean Air Strategy - Implementation Update
and Preliminary Health Risk Assessment
(Port of San Diego)**

Sandy Naranjo, Port Commissioner, Port of San Diego

Larry Hofreiter, Program Manager, Port of San Diego

english

Maritime Clean Air Strategy Implementation Updates

español

Estrategia Marítima de Aire Limpio Actualizaciones de Implementación

Sandy Naranjo | *Port Commissioner, Port of San Diego*
Larry Hofreiter | *Program Manager, Port of San Diego*



Agenda

1. Maritime Clean Air Strategy (MCAS) - Overview
2. Completed MCAS Objectives
3. MCAS Objectives Currently Underway
4. Next Steps



El Orden del dia

1. Estrategia Marítima de Aire Limpio (MCAS) - Resumen
2. MCAS objetivos completados
3. MCAS próximos objetivos
4. Próximos pasos



Structure of the Maritime Clean Air Strategy

Near-term Goals and Objectives (2021-2026)

Emission Sources

- Cargo Handling Equipment
- Commercial Harbor Craft
- Shipyards
- Heavy Duty Trucks
- Port of San Diego Fleet
- Oceangoing Vessels
- Rail

Stakeholder Priorities

- Community Enrichment
- Public Health
- Enabling

Projects, Partnerships, and Studies

Approximately 34 separate initiatives

Primary Benefit

Cleaner Air

Co-Benefit Examples

- Knowledge & Capacity Building
- Urban Greening
- Jobs
- Ambient Noise Reduction
- Education & Training
- Access to Bay
- Ecosystem Enhancement
- Improved Health

Estructura de la MCAS

Metas y objetivos específicos (2021 a 2026)

Fuentes de emisión

- Equipo de manipulación de carga
- Embarcaciones portuarias comerciales
- Astilleros
- Camiones de servicio pesado
- Flota del Puerto de San Diego
- Buques oceánicos
- Tren

Prioridades de las partes interesadas

- Enriquecimiento de la comunidad
- Salud pública
- Habilitación

Proyectos, alianzas y estudios

Aproximadamente 34 iniciativas independientes

Beneficio principal

Aire más limpio

Ejemplos de cobeneficios

- Creación de conocimiento y capacidad
- Ecologización urbana
- Trabajos
- Reducción de ruido ambiental
- Educación y capacitación
- Acceso a la bahía
- Mejora del ecosistema
- Mejora de la salud

Completed MCAS Objectives

Actions have been taken in accordance with the near-term objectives



Health

SDAPCD MOU for Air Filters

The Board of Port Commissioners adopted MOA in October 2021 to contribute \$104,000 to install over 500 air purifiers with indoor air monitoring systems in the homes of eligible Portside community members.



Fleet

Identify power needs at GS and apply to SDGE PYD Program

General Services power needs have been identified, the Port has applied to SDG&E's Power Your Drive (PYD) Program.



Objetivos MCAS completados

Se han tomado acciones de acuerdo con los objetivos a corto plazo



Salud

SDAPCD MOU para filtros de aire

La Junta de Comisionados del Puerto adoptó el MOA en octubre de 2021 para contribuir con \$104,000 para instalar más de 500 purificadores de aire con sistemas de monitoreo del aire interior en los hogares de los miembros elegibles de la comunidad de Portside.



Flota

Identificar las necesidades de energía en GS y aplicar al programa SDGE PYD

Se han identificado las necesidades de energía de los Servicios Generales, el Puerto ha aplicado al programa Power Your Drive (PYD) de SDG&E.



Completed MCAS Objectives

Actions have been taken in accordance with the near-term objectives



Shipyard

Collaborate with SDAPCD as they evaluate Rule 1210 (Stationary Source Rule)

The San Diego Air Pollution Control District updated Rule 1210 in November 2021, which lowered the cancer risk reduction threshold for stationary sources from 100 in one million to 10 in one million.



Ocean Going Vessels

Enhanced VSR Program with upwards of 90% compliance

In November 2021, The Board of Port Commissioners adopted an enhanced Vessel Speed Reduction Program to help lower emissions of Oceangoing Vessels while in transit.



Objetivos MCAS completados

Se han tomado acciones de acuerdo con los objetivos a corto plazo



Astillero

Colabore con SDAPCD mientras evalúan la Regla 1210 (Regla de fuente estacionaria)

El Distrito de Control de la Contaminación del Aire de San Diego actualizó la Regla 1210 en noviembre de 2021, que redujo el umbral de reducción del riesgo de cáncer para fuentes estacionarias de 100 en un millón a 10 en un millón.



Embarcaciones oceánicas

Programa VSR mejorado con más del 90% de cumplimiento

En noviembre de 2021, la Junta de Comisionados Portuarios adoptó un Programa mejorado de reducción de la velocidad de las embarcaciones para ayudar a reducir las emisiones de las embarcaciones transoceánicas durante el tránsito.



Updated Vessel Speed Reduction Program (November 2021)

Ocean-going Vessels In-Transit Goal:

Reduce annual ocean-going vessel in-transit emissions



Ocean-going Vessels In-Transit

Objective: Pursue implementing an expanded Vessel Speed Reduction Program that achieves upwards of 90% participation, subject to further Board of Port Commissioners' approval



Goes Beyond State Requirements



Education and Training



Ecosystem Enhancement



Improved Health



Objetivo para los buques oceánicos en tránsito:

Seguir implementando un Programa ampliado de reducción de velocidad de embarcaciones que logre más del 90% de participación, sujeto a la aprobación adicional de la Junta de Comisionados de Puertos.



Va más allá de los requisitos estatales



Educación y capacitación



Mejora del ecosistema



Mejora de la salud

Benefits of VSR Program

Estimated Annual Fuel Savings and Emission Reductions

Reduction from Service Speed	Emission			Fuel Savings
	NOx	DPM	CO ₂ e	
Total Reduction in Tons	222.5	4.3	9,791	2,794
Percent Reduction	60%	62%	63%	63%

Source: Port of San Diego Vessel Speed Reduction Program, Appendix B



Beneficios del programa VSR actualizado

Ahorro de combustible anual estimado y reducciones de emisiones

Reducción de la velocidad de servicio	Emisión			Ahorro de combustible
	NOx	DPM	CO ₂ e	
Reducción total en toneladas	222.5	4.3	9,791	2,794
Reducción porcentual	60%	62%	63%	63%

Source: Port of San Diego Vessel Speed Reduction Program, Appendix B



Maritime Clean Air Strategy

16 Initiatives Underway



Health Objective 1 – Health Risk Assessment

Health Objective 2 – Assist SDAPCD with Portside HRA



Community Objective 1 – Public Input on Projects

Community Objective 2 – Periodic Updates to Stakeholder Groups



Cargo Handling Equipment Objective 1 – Reduce DPM Emissions



Harbor Craft Objective 1 – Facilitate 1st EV Tug in United States



Truck Objective 1A – Truck Transition Plan and 40% ZE Trucks by 2026

Truck Objective 1D – Truck Registry

Truck Objective 2A – 4 Public Facing EV Truck Charging Sites

Truck Objective 2B – Coordinate with Stakeholders re.

Truck Objective 2A

Estrategia Marítima de Aire Limpio

16 iniciativas en marcha



Objetivo de salud 1 – Evaluación de riesgos

Objetivo de salud 2 – Ayudar a SDAPCD con Portside HRA



Objetivo comunitario 1 – Aporte público sobre proyectos

Objetivo comunitario 2 – Periodic Updates to Stakeholder Groups



Equipo de manejo de carga Objetivo 1 – Reducir las emisiones



Harbor Craft Objetivo 1 – Facilitar el primer remolcador EV en Estados Unidos



Objetivo de Camión 1A – Plan de transición de camiones y 40 % de camiones ZE para 2026

Objetivo de Camión 1D – Registro de camiones

Objetivo de Camión 2A – 4 sitios de carga de camiones EV orientados al público

Objetivo de Camión 2B – Coordinar con las partes interesadas re. Camión Objetivo 2A

Maritime Clean Air Strategy

16 Initiatives Underway



Ocean-Going Vessel Objective 2A – Additional Shorepower at CST

Ocean-Going Vessel Objective 2B – Shorepower and/or alternative technology at NCMT



Enabling Objective 2A – MCAS and CERP Clearinghouse

Enabling Objective 2C – Market Study/Feasibility Analysis on Fees

Enabling Objective 2D – Explore credentials for installation and maintenance of ZE tech

Enabling Objective 2E – Promote adoption of ZE tech

Estrategia Marítima de Aire Limpio

16 Initiatives Underway



Objetivo de buques oceánicos 2A – Energía costera adicional en CST

Objetivo de buques oceánicos 2B – energía en tierra y/o tecnología alternativa en NCMT



Objetivo habilitador 2A – Cámara de compensación MCAS y CERP

Objetivo habilitador 2C – Estudio de Mercado/Análisis de Factibilidad de Tarifas

Objetivo habilitador 2D – Explorar las credenciales para la instalación y el mantenimiento de la tecnología ZE

Objetivo habilitador 2E – Promover la adopción de la tecnología ZE

Draft Preliminary Health Risk Assessment



Health Goal: Protect and improve community health by reducing emissions and lessening Portside Community residents' exposure to poor air quality

Health Objective: Identify existing health risk levels generated by the Ports two marine cargo terminals for Diesel Particulate Matter (DPM) and other toxic air contaminants.



Goes Beyond State Requirements



Knowledge & Capacity Building

Preliminar Sequía Evaluación de riesgos para la salud



Meta de salud: Proteger y mejorar la salud de la comunidad al reducir las emisiones y disminuir la exposición de los residentes de Portside Community a la mala calidad del aire

Objetivo de salud: Identificar los niveles existentes de riesgo para la salud generados por las dos terminales marítimas de carga de los Puertos para material particulado diésel (DPM) y otros contaminantes tóxicos del aire.



Va más allá de los requisitos estatales



Creación de conocimiento y capacidad

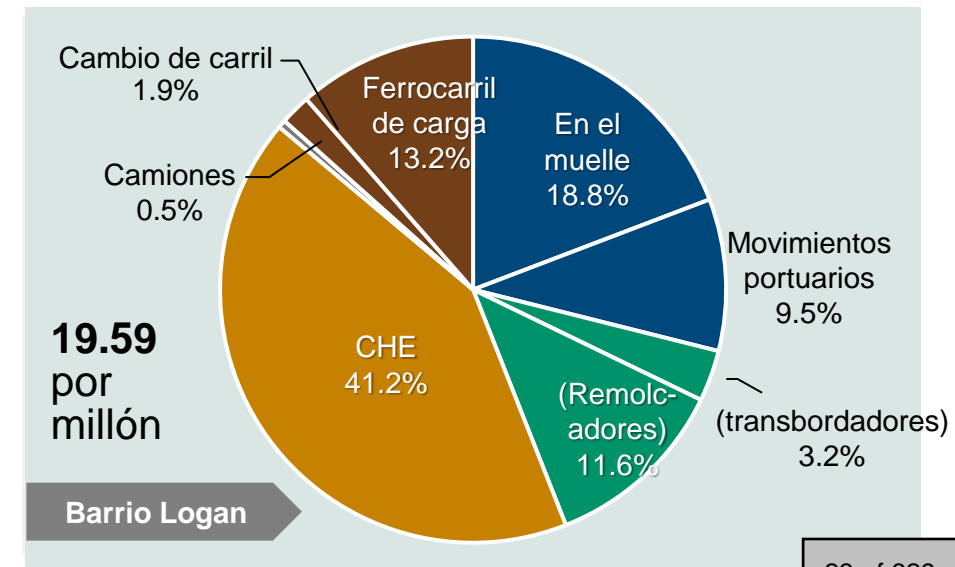
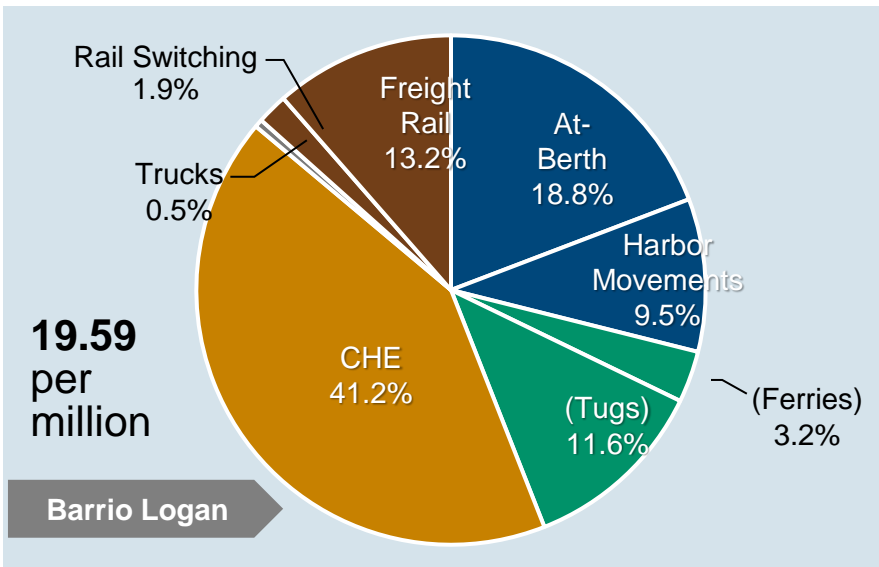
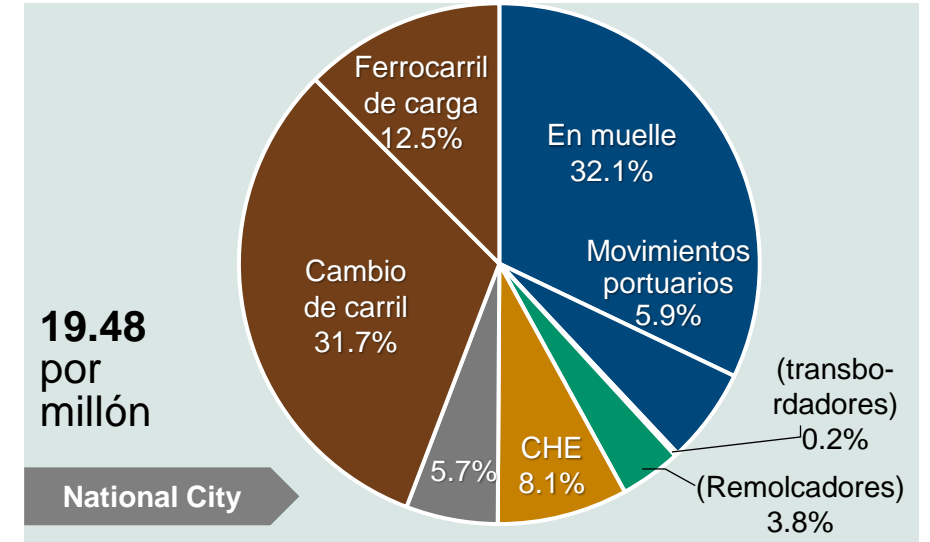
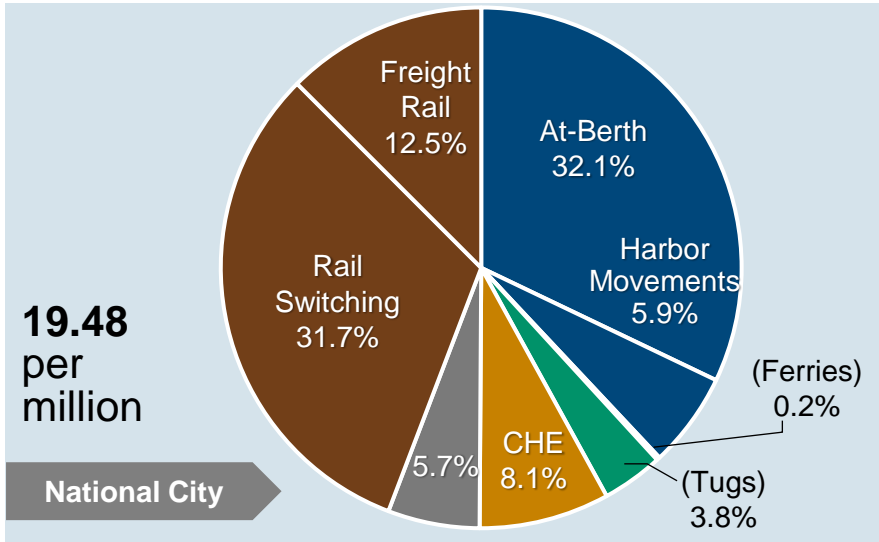
Preliminary Results – Baseline

Resultados preliminares – Base

Source Contribution by Community

Fuente Contribución por comunidad

Oceangoing Vessels Buques oceánicos
Commercial Harbor Craft Equipo de manejo comercial
Cargo Handling Equipment Equipo de manejo de carga
Heavy-Duty Trucks Camiones de Servicio Pesado
Rail Carril



The cancer risk values presented in the Health Risk Assessment are conservative, health-protective and represented as the maximum risk at nearest receptor.

These represent specific locations for higher levels of risk within portions of each community, as identified in the HRA Summary Report.

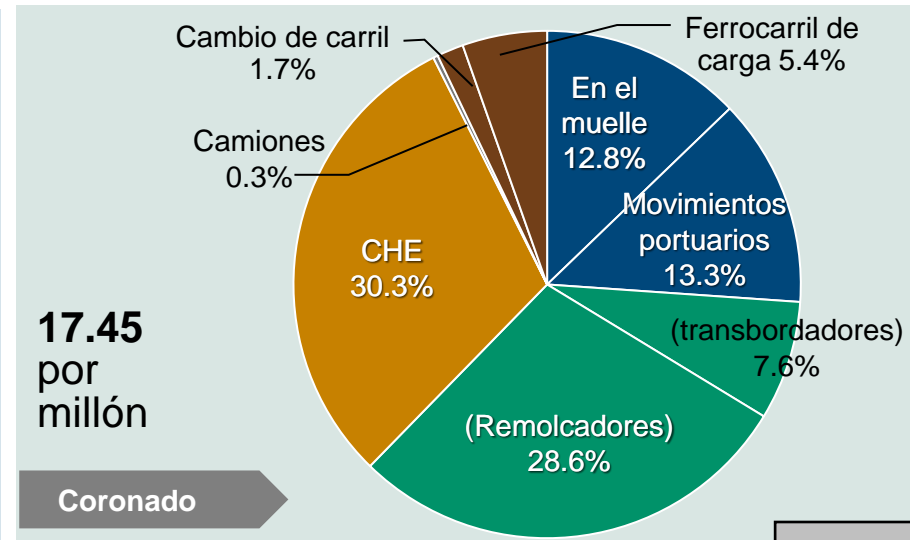
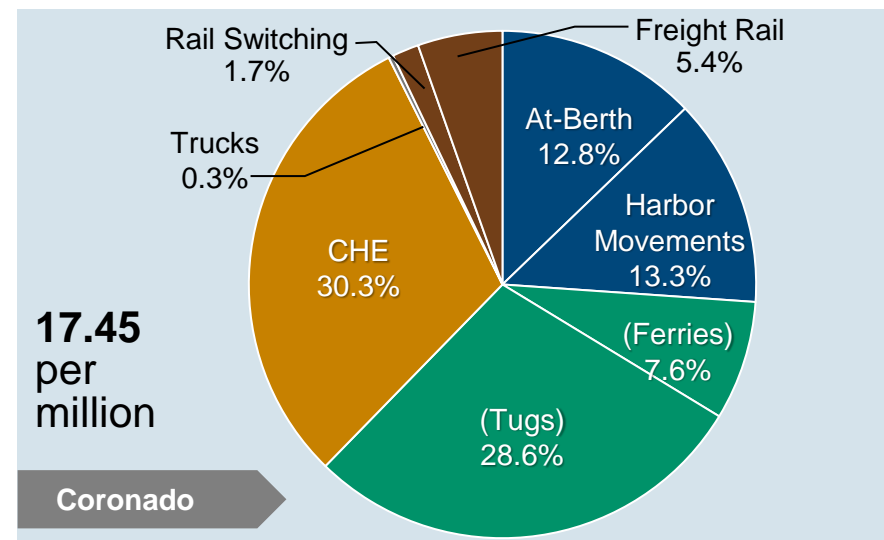
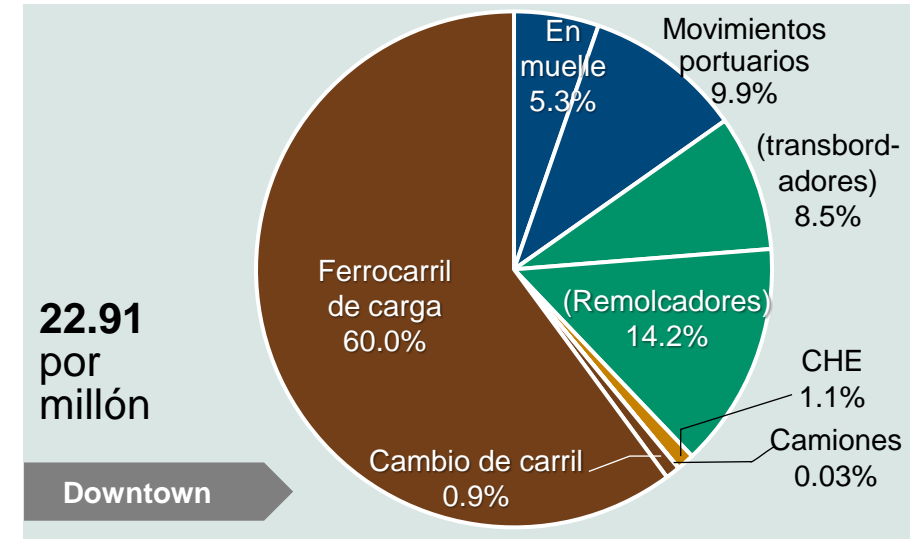
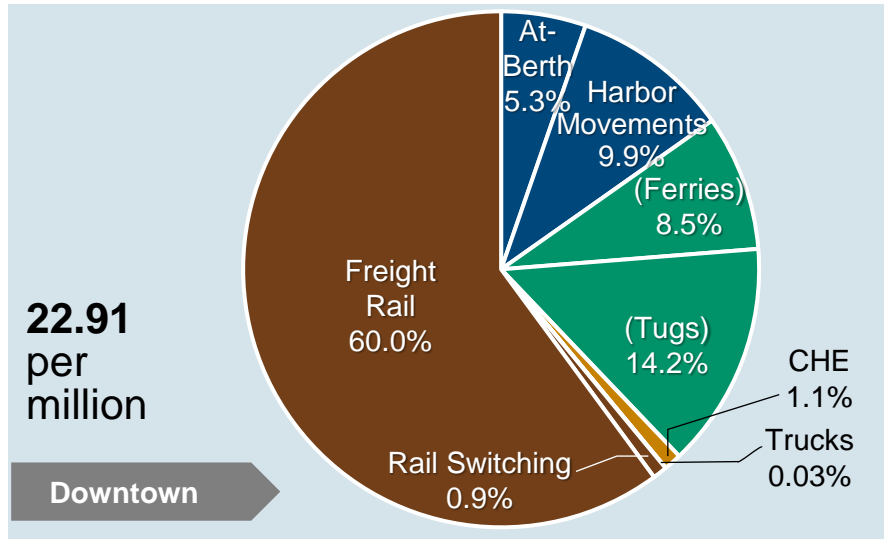
Preliminary Results – Baseline

Resultados preliminares – Base

Source Contribution by Community

Fuente Contribución por comunidad

Oceangoing Vessels Buques oceánicos
Commercial Harbor Craft Equipo de manejo comercial
Cargo Handling Equipment Equipo de manejo de carga
Heavy-Duty Trucks Camiones de Servicio Pesado
Rail Carril

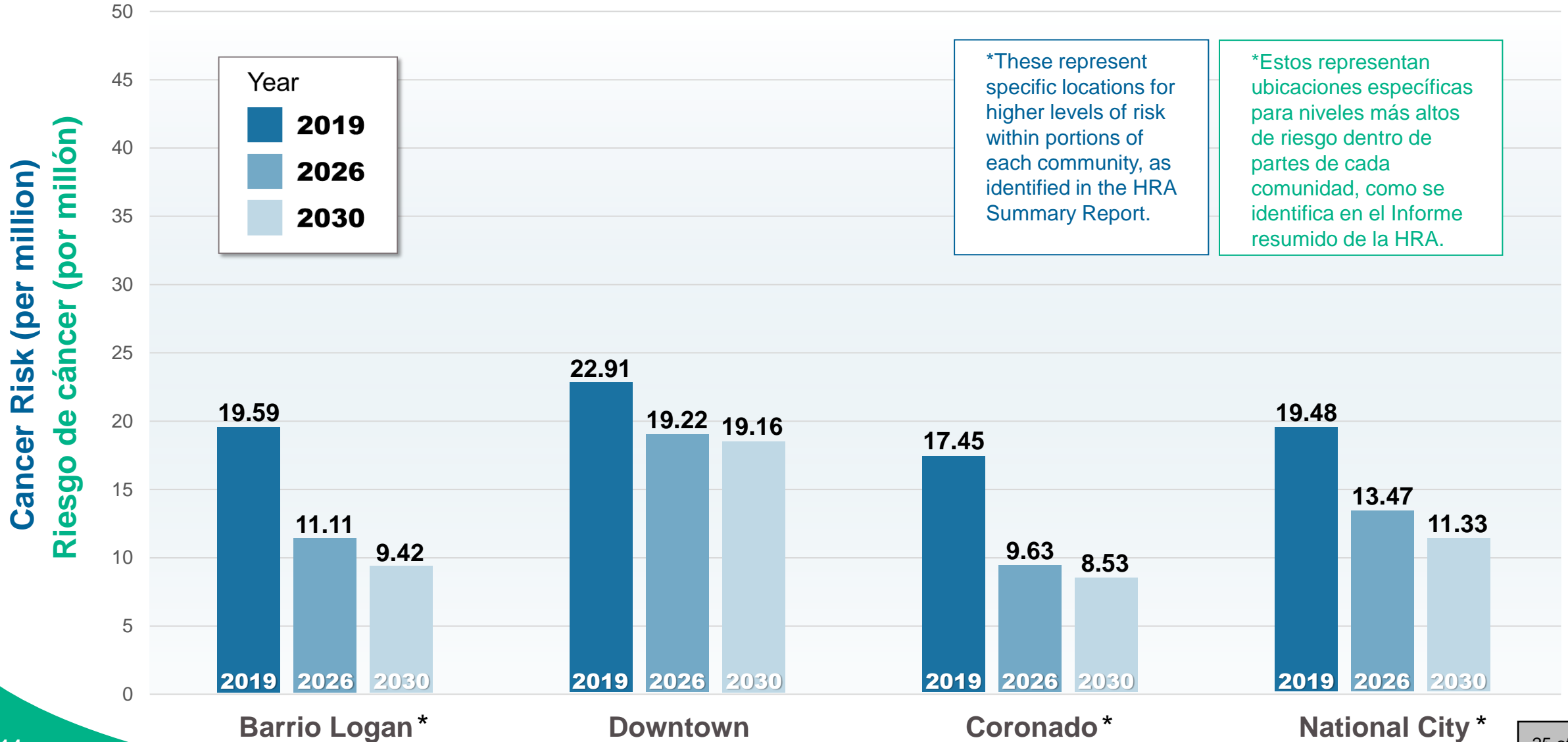


The cancer risk values presented in the Health Risk Assessment are conservative, health-protective and represented as the maximum risk at nearest receptor.

These represent specific locations for higher levels of risk within portions of each community, as identified in the HRA Summary Report.

Health Risk Assessment | Evaluación de Riesgos para la Salud

Forecasted MCAS Reductions | Reducciones previstas de MCAS



MCAS Truck Goals and Objectives

Presently Underway

- **Truck Objective 1A** (as amended): Develop a Heavy-Duty Truck Transition Plan by June 2022
- **Truck Objective 1B**: Develop Short Haul Zero Emission Truck Program by the end of 2022
- **Truck Objective 1D**: Creation of a Truck Registry to track zero emission truck implementation by June 30, 2023
- **Truck Objective 2A**: Identification of four locations for zero emission truck charging by the end of 2022



MCAS Metas y objetivos de camiones

Actualmente en marcha

- **Camión Objetivo 1A** (modificado): desarrollar un plan de transición de camiones pesados para junio de 2022
- **Camión Objetivo 1B**: desarrollar un programa de camiones de corta distancia con cero emisiones para finales de 2022
- **Camión Objetivo 1D**: Creación de un Registro de Camiones para rastrear la implementación de camiones de cero emisiones antes del 30 de junio de 2023
- **Camión Objetivo 2A**: Identificación de cuatro ubicaciones para la carga de camiones con cero emisiones para fines de 2022



Next Steps

- **CERP / MCAS Implementation Subcommittee**
- **Board of Port Commissioners Meetings**
 - March 2022: Preliminary Zero Emission Truck Transition Pathway
 - Spring / Summer 2022: Final Health Risk Assessment
 - June 2022: Final Heavy-Duty Zero Emission Truck Transition Plan



Próximos pasos

- ***Subcomité de Implementación CERP/MCAS***
- ***Reuniones de la Junta de Comisionados Portuarios***
 - *Marzo de 2022: Vía preliminar de transición de camiones con cero emisiones*
 - *Primavera / Verano 2022: Evaluación final de riesgos para la salud*
 - *Junio de 2022: Plan final de transición de camiones de cero emisiones para trabajo pesado*



Thank You

Gracias

MCAS Website

<https://www.portofsandiego.org/mcas>

Maritime Clean Air Strategy (October 2021)

<https://pantheonstorage.blob.core.windows.net/environment/20211214-Final-MCAS.pdf>

Preliminary Health Risk Assessment (December 2021)

https://pantheonstorage.blob.core.windows.net/environment/20211202_MCA_S_Health_Risk_Assessment_Summary_Report_Draft.pdf



The following page(s) contain the backup material for Agenda Item: [Appointments: City Boards Commissions and Committees - Mayoral Appointments to Board of Library Trustees, Public Art Committee, Traffic Safety Committee and Veterans & Military Families Advisory Committee. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

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

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

DEPARTMENT: City Clerk’s Office

PHONE: (619) 336-4225 |

APPROVED BY: *Shelley Chapel*

EXPLANATION:

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

The Vacancy Notices posted Thursday, November 18, 2021, and all applications were due to the City Clerk’s Office by the deadline of Thursday, December 16, 2021, at 5:00 p.m.

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

Board of Library Trustees; Public Art Committee; Traffic Safety Committee; and Veterans & Military Families Advisory Committee.

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

(See Explanation (Attachment A) for more information)

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

| Not Applicable |

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Mayoral appointment with City Councilmembers confirmation.

BOARD / COMMISSION RECOMMENDATION:

| n/a |

ATTACHMENTS:

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

The City Clerk's Office began advertising and accepting applications for Vacancies on multiple Boards/Commissions/Committees: Board of Library Trustees, Public Art Committee, Traffic Safety Committee, and Veterans & Military Families Advisory Committee on November 16, 2021.

Background

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

Deadline to submit applications to the City Clerk's Office to be considered for vacancy was Thursday, December 16, 2021, at 5:00 p.m. All applications were received before the deadline. One (1) additional application was submitted for the Traffic Safety Committee but it was received January 18, 2022 after the deadline. This application was not included with your report.

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Board of Library Trustees	(1) One Seat September 30, 2023 (This is an Alternate Seat)	Mayoral	Yes	None.
Public Art Committee	(1) One Seat September 30, 2024	Mayoral	No	Charles J. Reilly
Traffic Safety Committee	(1) One Seat September 30, 2022	Mayoral	Yes	Jennelyn Luna
Veteran's & Military Families Advisory Committee	Two (2) Vacancies September 30, 2022	Mayoral	One – Resident One – Non-Resident Requirement	Ramon B. Zamora

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

One (1) applicant Charles J. Reilly was a former member of the Public Art Committee appointed May 2, 2020 to September 30, 2021 when his term expired. Attendance of meetings is shown below for reference.

Attendance: 2020 – Two (2)

Meetings Attended: 1
Meetings Absent: 0
Meetings Cancelled: 1

Attendance: 2021 – Three (3)

Meetings Attended: 3
Meetings Absent: 0
Meetings Cancelled: 0

Applicants to interview and consider:

1. Charles J. Reilly Non-Resident (Public Art Committee)
2. Jennelyn Luna Resident (Traffic Safety Committee)
3. Ramon B. Zamora Non-Resident (Veteran's & Military Families Advisory Committee)

There were no applications received for the Board of Library Trustees vacancy and the additional vacancy for Veteran's Military Families Advisory Committee. Please direct staff to advertise the vacancies again.

Appointment:

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

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

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

A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

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

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

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

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

Name: Charles J. Reilly E-Mail: charlesr@san.rr.com

Home Address: [REDACTED] San Diego, CA 92122 Tel No: [REDACTED]
 (Include City/Zip)

I am now retired. Still a member of the
 Business Affiliation: National City Chamber of Commerce. Title: n/a

Business Address: n/a Tel. No.: n/a

Length of Residence in National City: 0 yrs. San Diego County: 35 yrs. California: 56 yrs.

Educational Background: B.A., 1967, Brown University, Providence, RI; Fellow, 1969, Washington (DC) Journalism Center; M.B.A., 1995, San Diego State University, San Diego, CA

Occupational Experience: Journalist; public relations & marketing consultant/agency principal; business founder and owner; community volunteer and actively involved in the arts and public art.

Professional or Technical Organization Memberships: Prior to retirement: CASE, a higher education fund-raising and advancement professional group; Public Relations Society of America; America Marketing Association.

Civic or Community Experience, Membership, or Previous Public Service Appointments: Member & officer of National City Chamber of Commerce; former member & officer of Pasadena Heritage (historic preservation); Mayoral appointment (1986, Pasadena) to a two-year, volunteer-driven strategic planning effort to chart a course for the city's second 100 years.

Experience or Special Knowledge Pertaining to Area of Interest: Served on Arts & Culture Committee in Pasadena's strategic planning effort (see above); supporter of A.R.T.S., National City; National City rep. to Port of San Diego Arts, Culture and Design Committee; mbr. Friends of the Stuart Collection, UCSD (public art); past mbr. National City Public Art Committee. Art lover/collector; museum member and supporter. Consensus builder.

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

Date: Oct. 13, 2021 Signature: [REDACTED]

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

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

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

Supplemental Application:
National City Community and Police Relations Commission (CPRC)

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Applicant Name: Charles J. Reilly

Have you ever been convicted of a felony crime: No: Yes:
Have you been convicted of a misdemeanor: No: Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

*****Disqualifying criteria for Community and Police Relations Commissioner are listed on the back of this form.***

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

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

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

Name: JENNELYN LUNA E-Mail: jendemesaluna@yahoo.com

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

Business Affiliation: PARADISE VALLEY HOSPITAL Title: PHYSICAL THERAPIST

Business Address: 2400 EUCLID AVE NATIONAL CITY Tel. No.: 619-470-4300
CA 91950

Length of Residence in National City: 6 mos. San Diego County: 1yr California: 1yr 3 mos.
3 mos.

Educational Background: CALIFORNIA STATE UNIV. FRESNO - M.A.T. - 2004;
UNIV OF CALIFORNIA SANTA BARBARA - B.S. BIOPSYCHOLOGY - 1999; SWEETWATER H.S. - 1995

Occupational Experience: ~17 yrs as a physical therapist; worked in a variety
of settings in multiple states: CALIFORNIA, WASHINGTON, FLORIDA, MISSOURI, VIRGINIA

Professional or Technical Organization Memberships: AMERICAN PHYSICAL THERAPY ASSOCIATION

Civic or Community Experience, Membership, or Previous Public Service Appointments:
NASSAU COUNTY COUNCIL OF AGING VOLUNTEER (FLORIDA); CCD/RELIGIOUS STUDIES VOLUNTEER TEACHER
(JAPAN & VIRGINIA)

Experience or Special Knowledge Pertaining to Area of Interest:
EXTENSIVE EXPERIENCE WORKING WITH BOTH ACTIVE SENIORS AND OLDER PATIENT
POPULATION/CLIENTS.

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

Date: 10-22-2021

Signature: [REDACTED]

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

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

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

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

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

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

Name: Ramon B. Zamora E-Mail: Reddevils621995@gmail.com

Home Address: [REDACTED] Chula Vista CA 91911 Tel No: [REDACTED]
(Include City/Zip)

Business Affiliation: Aramark Title: General Manager

Business Address: 5500 Campanile Dr. San Diego CA 92182 Tel. No.: 619-972-8470

Length of Residence in National City: 18 years San Diego County: 44 years California: 44 years

Educational Background: BA in Social Sciences; San Diego State University

Occupational Experience: United States Marine Corps Veteran; 1997-2001; 2003 Operation Enduring Freedom

Professional or Technical Organization Memberships: N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments:
YSA Youth Football coach Chula Vista Aztecs 2007-2011

Experience or Special Knowledge Pertaining to Area of Interest: _____

Veteran of the Armed Services; Graduate of Sweetwater High Class of 95.

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

Date: 11/30/2021

Signature: [REDACTED]

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

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

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

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

Rev. February 2020

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 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. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

City Council Appointments:

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

POLICY

Appointment Process

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

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 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 Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:
 1. Civil Service Commission
 2. Planning Commission
 3. Housing Advisory Committee including Ex-Officio Members
 4. Planning Commission

The City Council fills vacancies on these bodies.

- D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
 1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date, and the position's necessary qualifications. It shall also include a list of all

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees

POLICY # 107

ADOPTED: June 17, 1986

AMENDED: November 16, 2021

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

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.
3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.
4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.
6. Interviews:
 - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
 - b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.
7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:
 - a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.
 - b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
 - c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
 - d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.
 - e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees

POLICY # 107

ADOPTED: June 17, 1986

AMENDED: November 16, 2021

If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. 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.

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

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

11. Report to Council:

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

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

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

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

- 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 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.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences:

An “excused absence” is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Appointments to Boards, Commission and Committees	POLICY # 107
ADOPTED: June 17, 1986	AMENDED: November 16, 2021

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.

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

Article XX of the California Constitution, and California Government Code Section 36507

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

February 2, 2021 (Resolution No. 2021-08)

May 19, 2020 (Resolution No. 2020-95)

November 9, 1993 (Resolution No. 93-173)

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)

October 8, 2013 (Resolution No. 2013-147)

May 19, 2020 (Resolution No. 2020-20)

BOARDS/COMMISSION/COMMITTEES

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

CITY COUNCIL POLICY #107 and NCMC TITLE 16

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

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 # ____

02/01/22

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 City Council Meeting Minutes, Parking Authority Meeting Minutes, and Successor Meeting Minutes for Meetings held in November and December 2021. \(City Clerk\)](#)
Please scroll down to view the backup material.

APPROVAL OF MEETING MINUTES

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

Virtual Regular Meeting: November 2, 2021

Virtual Regular Meeting: November 16, 2021

Virtual Regular Meeting: December 7, 2021

Virtual Regular Meeting: December 21, 2021

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

Virtual Special Closed Session Meeting: November 2, 2021

Virtual Cannabis Workshop: November 2, 2021

Virtual Special Closed Session Meeting: November 9, 2021

Virtual Cannabis Workshop: November 9, 2021

Virtual Special Closed Session Meeting: November 16, 2021

Virtual Special Closed Session Meeting: November 22, 2021

Virtual Special Closed Session Meeting: December 7, 2021

Virtual Special Closed Session Meeting: December 9, 2021

Virtual Special Closed Session Meeting: December 21, 2021

PARKING AUTHORITY OF THE CITY OF NATIONAL CITY:

Virtual Special Meeting: November 16, 2021

Virtual Special Closed Session Meeting: December 7, 2021

SUCCESSOR AGENCY OF THE CITY OF NATIONAL CITY:

Virtual Special Closed Session Meeting: December 7, 2021

(City Clerk)



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL
CANNABIS WORKSHOP**

November 2, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:43 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis
Administrative Officials present: Raulston, Winney, Bell Jr., Gilman, Gamwell, Hussain.
Consultants: Kyle Tankard, Eric Casher, Alex Mog
Interpretation in Spanish: Claudio Valencia and Luisa Diaz de Leon.

PUBLIC COMMENT

None.

CANNABIS WORKSHOP

1. Cannabis Workshop
 - a. Recap of June 15th Workshop
 - b. Application Survey Results
 - c. Report on Comparable Cities' Social Equity Programs
 - d. Local / Social Equity components of Ordinance and Application
 - e. Cannabis Application
 - f. Development Agreement
 - g. Public Comment
 - h. Council Comments and Direction

Mayor Sotelo-Solis introduced City Manager Raulston who introduced Economic Development Specialist Gamwell and consultants Kyle Tankard, Eric Casher, and Alex Mog. The team provided the PowerPoint presentation titled "Cannabis Workshop".

Public Comments:

Ten (10) verbal comments were registered and heard: Michelle Luna Reynoso, Judith Strang, Matthew Nathaniel, Cynara Velazquez, Dominique Navarro, Janice Reynoso, Laura Wilkinson Sinton, Tony Cioe, Zachary Gomez, and Michelle Krug.

Three (3) written comments were received and read into the record: Diana Martinez, Robert Valderrama, and Barbara Gordon.

ACTION: Motion by Mayor Sotelo Solis, seconded by Councilmember Bush, to continue Item 1 and Item 2 to a future meeting, as designated by the City Manager’s Office.

Friendly amendment by Councilmember Bush to consider Item 2 as planned. Maker of the motion did not accept the friendly amendment.

Motion passed by unanimous vote.

2. Resolution of the City Council of the city of National City setting the number of commercial cannabis licenses authorized to operate in National City.
 - a. Public Comment
 - b. Council Comments and Direction

Item 2 is to be continued to a future meeting per action taken on Item 1.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council, Tuesday, November 2, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 6:09 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular City Council Meeting: February 1, 2022.

Alejandra Sotelo-Solis, Mayor



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

November 2, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

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 6:18 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., Hussain, Gilman, Torres, Parra, Tellez, Ryan, Brennan, Meteau, Aguirre, Reeder, Yano, and Barrera.

Interpretation in Spanish provided by Luisa Diaz de Leon and Claudio Valencia.

PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rios led the Pledge of Allegiance.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Molina.

Six (6) spoken comments were registered and heard: Peggy Walker, Kelly McCormick, Becky Rapp, Judith Strang, Michelle Krug, and Terri Ann Skelly.

Three (3) written comments were received and read: Ximena Esparza, Joan Rincon, and Matthew Nathaniel.

PROCLAMATIONS AND CERTIFICATES

1. National City Celebrates Sister-City Tecate in their 129th Anniversary.

Mayor Sotelo-Solis presented the Proclamation to former Tecate Mayor Zulema Adams who received the Proclamation.

Public Comment: None

Received and filed.

AWARDS AND RECOGNITIONS - No agenda items.

PRESENTATIONS

2. Robert Wood Johnson Foundation Culture of Health Prize Award.

Mayor Sotelo-Solis introduced Megan Gamwell and Katie Wehr who provided remarks.

Public Comment: None

Received and filed.

INTERVIEWS / APPOINTMENTS - No agenda items.

REGIONAL BOARDS AND COMMITTEE REPORTS

Port Commissioner Sandy Naranjo reported on the business of the Port of San Diego.

Vice-Mayor Rodriguez announced that the Metro Wastewater Joint Powers Authority (JPA) will meet next Thursday.

Councilmember Bush reported on the business of the South County Economic Development Committee (SD EDC) and San Diego County Air Pollution Control District (APCD) Governing Board.

Councilmember Rios reported on the business of the San Diego County Water Authority, Sweetwater Authority, Metropolitan Water District, and San Diego Metropolitan Transit System (MTS).

Councilmember Morrison reported on the business of the Regional Solid Waste Association (RSWA).

Mayor Sotelo-Solis reported on the business of San Diego Association of Governments (SANDAG) and San Diego Metropolitan Transit System (MTS).

Vice-Mayor Rodriguez announced that the Metro Wastewater Joint Powers Authority will meet this Thursday.

CONSENT CALENDER

Public Comment: None

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Rodriguez, to approve the Consent Calendar Items 3 through 11, with Item 8 pulled for discussion by Councilmember Bush.

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. Adopted Resolution No. 2021-159. Resolution of the City Council of the City of National City acknowledging receipt of a report made by the Chief of Emergency Services of the National City Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.
5. Adopted Resolution No. 2021-160. Resolution of the City Council of the City of National City accepting and acknowledging the Robert Wood Johnson Foundation Culture of Health Prize of \$55,500 and the establishment of General Fund appropriations of \$55,500 and corresponding revenue budget with no matching funds required.
6. Adopted Resolution No. 2021-161. Resolution of the City Council of the City of National City approving an application for authorization to access state and federal level summary criminal history information for cannabis employment, contractors, licensing, or certification purposes.
7. Adopted Resolution No. 2021-162. Resolution of the City Council of City of National City authorizing an application for Year One and Year Two funding of the Permanent Local Housing Allocation (PLHA) Program Plan and reapproving the First Amendment to the PLHA Program Plan to incorporate homeless outreach, case management, emergency housing, and other housing services for homeless individuals and families or those at risk of becoming homeless.
8. Pulled for discussion.
9. Adopted Resolution No. 2021-164. Adoption of a Resolution declaring findings to continue teleconference meetings to November 16, 2021 as required by AB 361.
10. Ratified Warrant Register #12 for the period of 9/15/21 through 9/21/21 in the amount of \$2,059,529.88.
11. Ratified Warrant Register #13 for the period of 9/22/21 through 9/28/21 in the amount of \$741,831.40.

ITEMS PULLED FROM CONSENT CALENDER

8. Adopted Resolution No. 2021-163. Resolution of the City Council of the City of National City to authorize the City Manager to enter into a ten year Agreement with the County of San Diego for the National City Police Department to use the San Diego Sheriff's Department's Firing Range and Firearm's Facilities. The total cost for the ten years is not to exceed \$75,000 or \$7,500 per year.

Councilmembers provided comments and Police Chief Tellez addressed questions.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to adopt the Resolution with a request that Staff return with an updated report in one year.

Motion carried by unanimous vote.

Mayor Sotelo-Solis called for a recess at 7:42 p.m. and reconvened the meeting at 8:00 p.m. with all members present.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

12. Public Hearing and Introduction 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)

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

Mayor Sotelo-Solis introduced Principal Planner Reeder who provided remarks and received Councilmembers' comments.

Mayor Sotelo-Solis declared the Public Hearing open at 8:07 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, to close the Public Hearing at 8:07 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to accept the Introduction of the Ordinance.

Motion passed by unanimous vote.

13. Adopted Resolution No. 2021-165. Public Hearing and Adoption of a Resolution of the City Council of the City of National City certifying an Environmental Impact Report (EIR) for, and approving, a General Plan Amendment, Zone Change, Code Amendment, and Conditional Use Permit 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 and authorizing the filing of a Notice of Determination. (Applicant: Carmax) (Case File No. 2016-30 GPA, ZC, A, CUP, IS)

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

Mayor Sotelo-Solis introduced Principal Planner Reeder who introduced development team members John Thatcher, Nick Larkin, and JM Dixon. They provided the report and PowerPoint presentation. The team addressed questions from the Councilmembers.

Mayor Sotelo-Solis declared the Public Hearing open at 8:33 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rios, to close the Public Hearing at 8:34 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to adopt the Resolution.

Ayes: Morrison, Rios, Rodriguez, Sotelo-Solis

Nays: Bush

Motion passed by 4-1 vote.

14. Public Hearing and Introduction 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)

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

Mayor Sotelo-Solis introduced Principal Planner Reeder who was available to receive comments from the Councilmembers.

Mayor Sotelo-Solis declared the Public Hearing open at 8:39 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to accept the Introduction of the Ordinance.

Ayes: Morrison, Rios, Rodriguez, Sotelo-Solis

Nays: Bush

Motion passed by 4-1 vote.

15. Adopted Ordinance No. 2021-2491. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.20.020, 18.21.040, 18.21.050, 18.45, and 18.50, and addition of Sections 18.30.380 and 18.30.390 of Title 18 (Zoning) of the National City Municipal Code related to Accessory Dwelling Units and Junior Accessory Dwelling Units. (Applicant City-Initiated) (Case File 2021-18 A)

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

Mayor Sotelo-Solis introduced Principal Planner Reeder who provided updates based on the requests from the last discussion on the Item.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to continue the Item to the next scheduled meeting.

Ayes: Morrison, Rios

Nays: Bush, Rodriguez, Sotelo-Solis

Motion failed by 2-3 vote.

Mayor Sotelo-Solis declared the Public Hearing open at 8:52 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Rodriguez, to close the Public Hearing at 8:53 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Bush, to adopt the Ordinance.

Ayes: Bush, Rodriguez, Sotelo-Solis

Nays: Morrison, Rios

Motion passed by 3-2 vote.

16. Adopted Ordinance No. 2021-2491. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City establishing Community Choice Aggregation (CCA) in the City of National City.

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

No formal report was presented by Staff.

Mayor Sotelo-Solis declared the Public Hearing open at 8:53 p.m.

Public Comment: One (1) written comment was received and read: Roberto Alcantar.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to close the Public Hearing at 8:55 p.m.

Motion passed by unanimous vote.

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Rios, to adopt the Ordinance.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion passed by 4-1 vote.

NON CONSENT RESOLUTIONS - No agenda items.

NEW BUSINESS

17. Adopted Resolution No. 2021-166. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Joint Powers Agency Agreement (JPA) and

current amendments with the San Diego Community Power (SDCP) Community Choice Aggregation (CCA).

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

Mayor Sotelo-Solis introduced Director of Engineering/Public Works Yano who introduced Cody Hooven and Joe Mosca. They provided the report and PowerPoint presentation.

Public Comment: One (1) verbal comment was received: Rita Clement.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Rodriguez, to adopt the Resolution.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion passed by 4-1 vote.

18. City Council consideration of a City Council Policy for the Naming of City Assets and Streets.

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

Mayor Sotelo-Solis introduced Assistant City Manager Winney who presented the report, including draft language for City Council Policy #805. Mr. Winney received comments from Councilmembers and addressed questions.

Public Comment: One (1) written comment was received and read: Ted Godshalk.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to amend the draft policy at “Section D. Naming Procedure for City Assets and Renaming of Existing Streets”, to include the proposed appointment process described as “Alternative Two”: City Council would appoint a three member City Naming Committee composed of the Mayor or his/her designee, the Chair of the designated Board/Committee or designee, and a community representative as designated by the City Manager. The Committee would also return to the City Council offering a formal recommendation after soliciting public input.

Motion carried by unanimous vote.

Councilmembers directed Staff to bring back an updated draft policy for further consideration.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY – No agenda items.

C. REPORTS

STAFF REPORTS

19. City Manager Report.

City Manager Raulston provided a brief update.

MAYOR AND CITY COUNCIL

20. Discussion on the potential naming of a new park Dolores Huerta Park and Community Garden.

Mayor Sotelo-Solis provided remarks.

Public Comment:

Five (5) spoken comments were registered and heard: Eddie Perez, Margaret Godshalk, David Valladolid, Fabio Rojas, and Janice Reynoso.

Three (3) written comments were received and read: Joan Rincon, Enrique Morones, and Ted Godshalk. Additionally, a petition in opposition of a name change was signed by 50 individuals and received.

ACTION: Motion by Mayor Sotelo Solis to rename the Paradise Creek Educational Park to Dolores Huerta Park and Paradise Creek Education Center. Motion died for lack of a second.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Rodriguez, to continue the item to a future meeting upon approval of a naming policy, and to include other ideas for honoring Dolores Huerta.

Substitute motion by Councilmember Rios, seconded by Councilmember Morrison, to wait until a naming policy is in place, before proceeding with a decision on how to move forward.

Ayes: Morrison, Rios

Nays: Bush, Rodriguez, Sotelo-Solis

Motion failed by 2-3 vote.

Per City Council Policy #104 Section 3(L), the majority of the Council must agree to continue the meeting past the 10:30 pm mark. At 10:51 p.m. the following action was taken:

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to continue the meeting past 10:30 p.m., indefinitely.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion passed by 4-1 vote.

Mayor Sotelo-Solis returned to the original motion. The seconder of the motion restated the motion as: Upon approval of a naming policy, the first order of business is for the selected committee to consider the official naming of the Paradise Creek Education Center and Park, and to find a way to honor Dolores Huerta.

Ayes: Bush, Rodriguez

Nays: Morrison, Rios, Sotelo-Solis

Motion failed by 2-3 vote.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rios, to first adopt the naming policy, and then consider the Mayor's proposal for renaming the park per the policy, and to include other options for honoring Dolores Huerta.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion carries by 4-1 vote.

Closing remarks were provided by member of the Council, City Clerk, and City Treasurer.

CLOSED SESSION

CLOSED SESSION REPORT

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

- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Leanna Navarro v. City of National City
Worker’s Compensation Appeal Board Case No. Claim: 12261642

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

ADJOURNMENT

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, November 16, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 11:08 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

November 2, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

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., Brennan, Valadez, and Munoz.

Consultants/Advisors: Eddie Kreisberg.

PUBLIC COMMENTS

None.

CLOSED SESSION

1. PUBLIC EMPLOYEE EMPLOYMENT

Government Code Section 54957

Performance Evaluation: City Attorney

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Leanna Navarro v. City of National City*

Workers' Compensation Appeal Board Case No. Claim: 12261642

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 returned from Closed Session at 5:10 p.m. with all members present.

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

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 19, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 5:10 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL
CANNABIS WORKSHOP**

November 9, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

CALL TO ORDER

The meeting was called to order at 4:33 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison (arrived at 5:12 p.m.), Rios, Rodriguez, and Sotelo-Solis.

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gamwell

Consultant: Kyle Tankard

PUBLIC COMMENT

Six (6) verbal comments were registered and heard: Janice Luna Reynoso, Alex Scherer, Michelle Luna Reynoso, Duke Valderrama, Laura Wilkinson, and Sara Ochoa.

Three (3) written comments were received and read into the record: Nancy Estolano, Zachary Gomez, and Jacqueline Reynoso.

CANNABIS WORKSHOP

1. Cannabis Workshop
 - a. Recap of June 15th Workshop
 - b. Application Survey Results
 - c. Report on Comparable Cities' Social Equity Program
 - d. Local / Social Equity components of Ordinance and Application
 - e. Cannabis Application
 - f. Development Agreement
 - g. Public Comment
 - h. Council Comments and Direction
2. Resolution of the City Council of the city of National City setting the number of commercial cannabis licenses authorized to operate in National City.
 - a. Public Comment
 - b. Council Comments and Direction

Mayor Sotelo-Solis introduced City Manager Raulston who introduced Economic Development Specialist Gamwell and Consultant Kyle Tankard. Ms. Gamwell and Mr. Tankard provided the PowerPoint presentation titled “Cannabis Workshop”.

Councilmembers provided remarks, asked clarification questions, and Staff provided responses.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to raise the threshold to 90% in Phase 2 of the application process.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to establish a Phase 3 selection process that is merit / points based, with the use of a lottery should there be a tie, with a timeframe to be defined.

Friendly amendment by Vice-Mayor Rodriguez to consider applicants with local ownership in a separate lottery pool to assure an applicant with local ownership is selected. Maker of the motion did not accept the friendly amendment.

Ayes: Morrison, Rios, Sotelo-Solis

Nays: Bush, Rodriguez

Motion passed by 3 to 2 votes.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to assign the timeframe of 60 days to the open application period.

Motion passed by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Bush, to add 300 points (for a total of 500 points) to the community benefits and investment plan element of the merit-based evaluation, and thus increase the maximum score to a total of 3,000 points.

Friendly amendment by Councilmember Morrison to add 200 points (for a total of 400 points) to the community benefits and investment plan element, and to add 100 (for a total of 400 points) to the qualifications of owners element. Maker of the motion and seconder of the motion accepted the friendly amendment.

Friendly amendment by Vice-Mayor Rodriguez to merge the safety plan element and the security plan element into one element. Maker of the motion did not accept the friendly amendment.

Friendly amendment by Councilmember Bush to amend the points tally to add 100 points (for a total of 600 points) to the labor, equity, diversity, and inclusion plan element, to reduce by 50 points (for a total of 350 points) the safety plan element, and to reduce by 50 points (for a total of 350 points) the security plan element. Maker of the motion accepted the friendly amendment.

Mayor Sotelo-Solis asked for a restatement of the points tally for the application evaluation elements. City Clerk Molina stated the tallies as follows:

500 business experience

600 labor, equity, diversity, and inclusion plan

350 safety plan

350 security plan

400 qualifications of owners

300 neighborhood compatibility plan
400 community benefits and investment plan
100 proposed location
Total: 3,000 points

Motion passed by unanimous vote.

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Bush, to give an additional 20% point preference to applicants with local ownership, in Phase 2 of the application evaluation review process.

Substitute motion by Councilmember Rios, seconded by Councilmember Morrison, to give an additional 5% point preference to applicants with local ownership, and to dedicate two (2) licenses to applicants with local ownership that meet the 90% qualification threshold.

Friendly amendment to the substitute motion from Vice-Mayor Rodriguez to give an additional 10% point preference to applicants with local ownership, and to dedicate three (3) licenses to applicants with local ownership. Maker of the motion did not accept the friendly amendment.

Ayes: Morrison, Rios, Rodriguez, Sotelo-Solis
Nays: Bush
Motion passed by 4 to 1 vote.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to define local ownership as any resident who has lived in National City for at least four (4) years prior to 11/9/2021.

Substitute motion by Mayor Sotelo-Solis, second by Councilmember Bush, to define local ownership as any resident who has lived in National City for at least three (3) years prior to 11/9/2021.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Bush, seconded by Mayor Sotelo-Solis, to set the number of commercial cannabis licenses authorized to operate in National City to a maximum of six (6), and to preserve a minimum of one (1) license for a consumption lounge by an applicant that meets the 90% qualification threshold.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis
Nays: Morrison
Motion passed by 4 to 1 vote

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Bush, to amend the proposed Application Procedures and Guidelines at Section B, subsection 1 to add language to include ten (10) or more employees.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis
Nays: Morrison
Motion passed by 4 to 1 vote.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Morrison, to amend the language in the proposed Ownership Acknowledgement Form to strike “at least 20% interest

individually” from the second paragraph, and to have the 51% interest threshold include collective ownership.

Friendly amendment by Councilmember Morrison that in a collective each individual holds at least a 10% interest. Maker of the motion accepted the friendly amendment.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to amend the proposed Ownership Acknowledgement Form to reflect the owners’ names, signatures, and ownership percentages.

Motion passed by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Bush, to add language to the guidelines that states an applicant with a 10% ownership is not allowed to apply for a second permit.

Friendly amendment by Councilmember Morrison to direct staff to add language to address the concern of loopholes for duplicate applicants, and to identify where in the document the changes are made. Maker of the motion accepted the friendly amendment.

Motion passed by unanimous vote.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Rodriguez, to amend the proposed Application Procedures and Guidelines at Section B, subsection 9 to state “Describe plans to encourage 75% local hiring goal of National City residents.”

Friendly amendment by Councilmember Rios to state “Describe plans to encourage a minimum of 50% local hiring goal of National City residents.” Maker of the motion accepted the friendly amendment.

Motion passed by unanimous vote.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular City Council Meeting: Tuesday, November 16, 2021, 6:00 p.m., via teleconference.

The meeting adjourned at 8:17 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular City Council Meeting: February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

November 9, 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.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:09 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, Molina, Tellez, Parra, Brennan, Valadez, and Munoz.

Consultants/Advisors: Eddie Kreisberg

Deputy City Clerk Chapel announced that Chief Tellez is in attendance and may be called into the Closed Session under Item 1.

PUBLIC COMMENT

None.

Members retired into Closed Session at 3:09 p.m.

CLOSED SESSION

1. 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 6:10 p.m. and returned at 6:30 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)*

Chief Tellez did not enter the Closed Session.

Members returned from Closed Session at 4:33 p.m. with all members present.

CLOSED SESSION REPORT

Mayor Sotelo-Solis asked the City Attorney to report out on this Closed Session at the Tuesday, November 9, 2021, Regular City Council Meeting.

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, November 9, 2021 at 4:30 p.m. via teleconference.

The meeting adjourned at 4:33 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



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

November 16, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

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 6:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Councilmember absent: Bush

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gilman, Williams, Aguirre, Vergara, Maxilom, Valadez, Olson, 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

City Clerk Molina led the Pledge of Allegiance.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Molina.

Twelve (12) spoken comments were registered and heard: Peggy Walker, Carol Green, Karla Apalategui, Jeanette Silva, James Beecher, Raphael Prather, David Gallegos, Becky Rapp, Erik Salinas Cerezo, Juan Piche, Judith Strang, Cruz Ruelas

Six (6) individuals registered to speak but were not present: Charles Nissley, James Slade, Isaac Flores, James Woods, Marcario Avila, Kevin Estudillo

Eight (8) written comments were received and read: Kathy Guzman, Ray Stryker, Lena Moats, Elyana Delgado, Juanita Castaneda, Alex Neu, Mervin Jensen, Mikki Vidamo.

PROCLAMATIONS AND CERTIFICATES - No agenda items.

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 of the Port of San Diego.

Mayor Sotelo-Solis reported on the business of San Diego Association of Governments (SANDAG) and San Diego Metropolitan Transit System (MTS).

Councilmember Rios reported on the business of the San Diego County Water Authority, and Sweetwater Authority.

Councilmember Morrison had no report.

Vice-Mayor Rodriguez reported on the business of the Metro Wastewater Joint Powers Authority (JPA).

CONSENT CALENDER

Public Comment: None

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to approve the Consent Calendar Items 1 through 15.

Motion carried by 4-0 vote.

1. 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.
2. Approved 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.
3. Adopted Resolution No. 2021-168. 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.

4. Adopted Resolution No. 2021-169. 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.
5. Adopted Resolution No. 2021-170. 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.
6. Adopted Resolution No. 2021-171. Resolution of the City Council of the City of National City, California approving the settlement between Leanna Navarro and the City of National City.
7. Adopted Resolution No. 2021-172. 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.
8. Adopted Resolution No. 2021-173. 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.
9. Adopted Resolution No. 2021-174. 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.
10. Adopted Resolution No. 2021-175. 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.
11. Adopted Resolution No. 2021-176. 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).
12. Approved Temporary Use Permit – 22nd Annual Fiesta Filipina-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.
13. Filed Local Agency Development Impact Fee Report for Fiscal Year 2020-2021.

14. Ratified Warrant Register #14 for the period of 9/29/21 through 10/5/21 in the amount of \$3,074,425.90.
15. Ratified Warrant Register #15 for the period of 10/06/21 through 10/14/21 in the amount of \$769,998.59.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

16. Adopted Ordinance No. 2021-2492. 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).

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

Mayor Sotelo-Solis introduced Director of Community Development Vergara and Principal Planner Reeder who were available for questions.

Mayor Sotelo-Solis declared the Public Hearing open at 7:08 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 7:09 p.m.

Motion passed by 4-0 vote, with Councilmember Bush absent.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Ordinance.

Motion passed by 4-0 vote, with Councilmember Bush absent.

17. Adopted Ordinance No. 2021-2493. 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).

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

Mayor Sotelo-Solis introduced Principal Planner Reeder who was available to address questions.

Mayor Sotelo-Solis declared the Public Hearing open at 7:10 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 7:12 p.m.

Motion passed by 4-0 vote, with Councilmember Bush absent.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Ordinance.

Motion passed by 4-0 vote, with Councilmember Bush absent.

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

Mayor Sotelo-Solis introduced CPRC Staff Liaison Lauren Maxilom and CPRC Chair Mike Lesley who gave the report and PowerPoint presentation, including proposed edits to operating procedures and bylaws.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Mayor Sotelo-Solis, to accept Article I of the Bylaws, as presented.

Motion carried 4-0, with Councilmember Bush absent.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios to accept Article II of the Bylaws, as presented, with the amendment to add a requirement that the Chair and Vice-Chair cannot be current or former Police Officers, and to remove the language concerning family members.

Ayes: Morrison, Rios, Sotelo-Solis

Nays: Rodriguez

Motion passed by 3-1 vote, with Councilmember Bush absent.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, to decline support of the proposed procedure recommended in Article III of the Bylaws, and to use City Council Policy 105 as the model for docketing of agenda items.

Motion carried 4-0, with Councilmember Bush absent.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, concerning Article III of the Operating Procedures, for the appointment process to continue as described in City Council Policy 107, and for the City Clerk's office to provide an informational document to potential commissioners, prior to appointment.

Motion passed by 4-0 vote, with Councilmember Bush absent.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to accept the proposed change for Article III of the Operating Procedures concerning Human Rights Organization.

Motion carried 4-0, with Councilmember Bush absent.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to approve the red-lined draft, with the Council-approved amendments.

Motion carried 4-0, with Councilmember Bush absent.

19. Adopted Resolution No. 2021-178. Resolution of the City Council of the City of National City, California amending City Council Manual Policy No. 107.

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

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who addressed questions from the Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.

Motion passed by 4-0 vote, with Councilmember Bush absent.

20. Adopted Resolution No. 2021-179. Resolution of the City Council of the City of National City, California authorizing various fiscal year 2022 first quarter budget adjustments.

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

Mayor Sotelo-Solis introduced Administrative Services Director Brennan, and City Manager Raulston responded to questions from the Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Rodriguez, to adopt the Resolution.

Motion passed by 4-0 vote, with Councilmember Bush absent.

Mayor Sotelo-Solis called for a recess at 8:09 p.m. and reconvened the meeting at 8:22 p.m. with Morrison, Rios and Rodriguez present.

NEW BUSINESS

21. Filed Update on implementation of the Parking Action Plan for Downtown National City.

Mayor Sotelo-Solis introduced Director of Community Development Vergara, Consultants Stephen Manganiello, Seth Torma, Brian Peck, and Director of Engineering/Public Works Yano who provided the report and PowerPoint presentation. They addressed questions from Councilmembers.

Received and Filed.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY - No agenda items.

C. REPORTS

STAFF REPORTS

22. City Manager Report.

City Manager Raulston provided the report.

MAYOR AND CITY COUNCIL

- 23. Request to consider a resolution in support of Micro Enterprise Home Kitchen Operations (MEHKO).

Mayor Sotelo-Solis and Vice-Mayor Rodriguez provided remarks.

Public Comment: One (1) written comment was received and read: Supervisor Nora Vargas.

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Mayor Sotelo-Solis, for Staff to bring Item back as a Resolution at a future meeting, and to request the County Board of Supervisors to present to the City Council.

Ayes: Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion passed by 3-1 vote, with Councilmember Bush absent.

City Clerk, City Treasurer, and members of Council provided closing remarks.

CLOSED SESSION

CLOSED SESSION REPORT

Mayor Sotelo-Solis introduced City Attorney Bell who stated that there was nothing to report.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting of the Parking Authority of the City of National City to be held following this meeting via teleconference.

The meeting adjourned at 9:36 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

November 16, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

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 (arrived at 3:08 p.m.), Morrison, Rios, Rodriguez, and Sotelo-Solis.

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

Consultants/Advisors: Eddie Kreisberg.

PUBLIC COMMENTS

None.

CLOSED SESSION

1. 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), Jose Tellez (Chief of Police), Frank Parra (Chief of Emergency Services), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

Members retired into Closed Session at 3:07 p.m. and returned at 4:54 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)

Members returned from Closed Session at 4:54 p.m. with all members present.

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

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, November 16, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 4:54 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



**MINUTES OF A SPECIAL MEETING
PARKING AUTHORITY OF THE CITY OF NATIONAL CITY**

November 16, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

CALL TO ORDER

The meeting was called to order at 9:37 p.m. by Chair Sotelo-Solis.

ROLL CALL

Boardmembers present: Morrison, Rios, Rodriguez, and Sotelo-Solis

Boardmember absent: Bush

Other Elected Officials present: Molina

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

CONSENT CALENDAR

Public Comment: No spoken/written comments were received.

ACTION: Motion by Boardmember Morrison, seconded by Boardmember Rios, to approve the Consent Calendar Items 1 and 2.

Motion passed by 4-0 vote, with Boardmember Bush absent.

1. Approved Meeting Minutes: Virtual Special Meeting of October 6, 2020.
2. Adopted Resolution No, 2021-04. Resolution of the Parking Authority of the City of National City approving and authorizing the Chairwoman to execute the Sixteenth Amendment to the Option to Purchase Agreement with the County of San Diego for the purchase of an Open-Space Easement on a 15.08 acre parcel of land at the southwest corner of Sweetwater Road and Bonita Center Road that extends the term of said Option Agreement through December 31, 2023, and authorizing payment in the amount of \$1.00 to the County of San Diego as consideration for the Sixteenth Amendment.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the Parking Authority of the City of National City - Tuesday - August 16, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The meeting adjourned at 9:39 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

November 22, 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.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:30 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, Molina, Tellez, Parra, Brennan, Valadez, and Munoz.

Consultants/Advisors: Eddie Kreisberg and Aleks R. Giragosian

PUBLIC COMMENT

None.

Members retired into Closed Session at 3:38 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 3:38 p.m. and returned at 6:10 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez (left meeting at 4:03 p.m.), Sotelo-Solis, Raulston, Winney, Bell Jr., Chapel, Molina, and Outside Counsel Aleks R. Giragosian.

2. 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 6:10 p.m. and returned at 6:30 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)

Members returned from Closed Session at 6:30 p.m. with all members present.

CLOSED SESSION REPORT

Mayor Sotelo-Solis asked the City Attorney to report out on this Closed Session at the Tuesday, December 7, 2021, Regular City Council Meeting.

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, December 7, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 6:30 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



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

December 7, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

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 6:07 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Sotelo-Solis (Rodriguez joined the meeting at 8:40 p.m.)

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gilman, Torres, Williams, Aguirre, Vergara, Valadez, Reeder, Parra, Tellez, Ryan, Brennan, Yano, and Barrera.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Sotelo-Solis led the Pledge of Allegiance.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing one (1) minute per comment and introduced City Clerk Molina.

Two (2) spoken comments were registered and heard: James Stiles, and Kelly McCormick.

Thirty-one (31) written comments were received and read: Bradley Bang, Alex Neu, Jo Espirite, Ana Tijerin, David Gallegos, Vanessa Castro, Mikki Vidamo, Lilibeth Angelo, Jeanette Silva, Elyana Delgado, Juanita Castaneda, Macario Avila, Jeffery Shultz, Steve Moss, Maelihini Adamos, Rebeca Reyes, Ray Stryker, Dionisia Trejo, Irma Arias, Isela Cabrales, Beatrice

Gonzalez, Carina Roman, James Slade, Carla Hutchinson, James I. Woods, Michael Anthony Banjom, Michael Banjoman, Sheila Pangco, Ellen Nobles, Aurora S. Cudal, and Carol Kim.

PROCLAMATIONS AND CERTIFICATES - No agenda items.

AWARDS AND RECOGNITIONS - No agenda items.

PRESENTATIONS

1. Microenterprise Home Kitchen Operations (MEHKOs) Implementation.

Mayor Sotelo-Solis introduced Ryan Johnson and Amy Harbert from San Diego County Department of Environmental Health and Quality. Mr. Johnson and Ms. Harbert provided a PowerPoint Presentation and addressed questions from council.

Public Comment: One (1) spoken comment was registered and heard: Karen Melvin.

Received and filed.

2. Juvenile Diversion Program and The Cultural App Presentation.

Mayor Sotelo-Solis introduced Summer Stephan, San Diego County Office of the District Attorney, who gave provided the report.

Public Comment: None

Received and filed.

INTERVIEWS / APPOINTMENTS

3. Selection of Vice-Mayor.

Mayor Sotelo-Solis introduced City Clerk Molina who provided the staff report.

Public Comment: None

ACTION: Mayor Soltelo-Solis made Motion to Select Councilmember Bush as the Vice-Mayor for 2022. Motion by Councilmember Rios, seconded by Councilmember Morrison, to accept Councilmember Bush as the next Vice-Mayor of National City.
Motion carried by 4-0 vote.

4. Appointments: Appointments to Regional Boards and Committees for Outside Agencies.

Mayor Sotelo-Solis introduced City Clerk Molina who provided the staff report.

Public Comment: None

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to approve the appointment of Councilmember Morrison to alternate for the League of California Cities.
Motion carried by 4-0 vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to approve the appointment of Augustin Buela Jr. to the Port of San Diego Public Art Committee – Community Representation.

Motion carried by 4-0 vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to approve the appointment of herself as Primary, Councilmember Rios as First Alternate, and Vice-Mayor Bush as Second Alternate to the San Diego Association of Governments (SANDAG) Board.

Motion carried by 4-0 vote.

Mayor Sotelo-Solis requested for Staff to return with an agenda item to update the appointments to the Regional Solid Waste Association.

Mayor Sotelo-Solis requested for Staff to make corrections to Attachment A – Regional Boards and Committees – Outside Agencies: SAN DIEGO COUNTY WATER AUTHORITY (SDCWA) to list Mona Rios as the Primary with term expiration date of March 8, 2026; and to remove the post for Alternate.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to keep the appointments for Bayshore Bikeway Working Group and Shoreline Preservation Working Group as Primary: Vice-Mayor Bush and Alternate: Mayor Sotelo-Solis.

Motion carried by unanimous vote.

Councilmember Morrison requested for Staff to make corrections to Attachment A – Regional Boards and Committees – Outside Agencies: REGIONAL SOLID WASTE ASSOCIATION (RSWA) to list the meeting date as the 1st Thursday of each quarter.

5. Appointment to Regional Board: San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board.

Mayor Sotelo-Solis introduced City Clerk Molina who provided the staff report.

Public Comment: None

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to approve the appointment of herself as Primary, and Vice-Mayor Bush as Alternate to the San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board.

Motion carried by 4-0 vote.

6. Appointments: City Boards, Commissions, and Committees - Mayoral Appointments.

Mayor Sotelo-Solis introduced City Clerk Molina who provided the staff report..

Mayor Sotelo-Solis requested to have this item continued to a future meeting.

REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Morrison reported on the business of the Regional Solid Waste Association (RSWA).

CONSENT CALENDER

Mayor Sotelo-Solis announced that Item 13 is to be continued to the December 9, 2021 Special City Council Meeting.

Public Comment: None

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to approve the Consent Calendar Items 7 through 25, excluding Item 13.

Motion carried by 4-0 vote.

7. 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.
8. Approved Meeting Minutes: CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY: Virtual Regular Meeting: October 19, 2021; SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: Virtual Special Closed Session Meeting: October 19, 2021; and SPECIAL MEETING OF THE AMERICAN RESCUE PLAN ACT (ARPA) WORKSHOP: Virtual Special Closed Session Meeting: October 19, 2021.
9. Adopted Resolution No. 2021-183. Resolution of the City Council of the City of National City declaring findings to continue teleconference meetings to January 6, 2022, as required by AB 361.
10. Adopted Resolution No. 2021-184. Resolution of the City Council of the City of National City, California authorizing the acceptance of Library Services and Technology Act (LSTA) funds from the California State Library in the amount of \$60,000 to cover the costs associated with the Community Connections Grant Project and authorizing the establishment of a Library Grants Fund appropriation of \$60,000 and corresponding revenue budget.
11. Adopted Resolution No. 2021-185. Resolution of the City Council of the City of National City authorizing the City Manager to execute a Consent to Assignment and Assumption of Lease from American Digital Outdoor, L.P., a California limited partnership, to Clear Channel Outdoor, LLC, a Delaware limited liability company, for the digital billboard located on City property along I-5 at the end of the 30th Street cul-de-sac.
12. Adopted Resolution No. 2021-186. Resolution of the City Council of the City of National City approving the Second Amendment to the Agreement with Man K9, Inc.

Item 13 Continued – Not adopted.

13. Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection C and D, sole source procurement, for the Police Department's purchase of seventy six (76) body worn cameras, cloud-based storage of digital evidence, and internet data management through Evidence.com, including support services and assist with the implementation of auto-tagging through CAD from Axon Enterprise, Inc.; authorize the City to award the purchase; authorize the Mayor to execute a five-year contract in the amount

- of \$514,839.80 with Axon Enterprise, Inc.; and authorizing an increase of \$27,967.69 to fiscal year 2022 General Fund appropriations and use of General Fund unassigned fund balance for said increase. (Police)
14. Adopted Resolution No. 2021-188. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcwell (formerly “National Joint Powers Alliance”) Contract #091520-DIV with Doosan Industrial Vehicle America Corp. for the purchase and build-out of one (1) Doosan G35S-7 Forklift for the Public Works Streets and Wastewater Division in a not-to-exceed amount of \$44,603.07.
 15. Adopted Resolution No. 2021-189. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcwell (formerly “National Joint Powers Alliance”) Contract #120716-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2022 Ford Super Duty F-350 SRW Lariat 4WD Crew Cab Truck and Chassis for the Fire Department in a not-to-exceed amount of \$201,129.30.
 16. Adopted Resolution No. 2021-190. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to Municipal Code section 2.60.260 for the purchase of a Pierce Arrow XT pumper with equipment for the National City Fire Department, and authorizing the City to piggyback on the City of Los Angeles Supply Contract 190000000182 – Amendment 2 Triple Combination Apparatus Fire Truck with South Coast Fire Equipment, Inc., for a not to exceed amount of \$885,829.24 using the Vehicle Replacement Fund.
 17. Adopted Resolution No. 2021-191. Resolution of the City Council of the City of National City: 1) authorizing the filing of a Proposition 68 Per Capita Program application for the El Toyon Park Playground Improvements Project in the amount of \$216,033; 2) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 3) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \$216,033 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the Per Capita Program for the El Toyon Park Playground Improvements Project.
 18. Adopted Resolution No. 2021-192. Resolution of the City Council of the City of National City authorizing the installation of yield control signs for the northbound and southbound traffic at the intersection of “E” Avenue and E. 20th Street in order to enhance safety at the intersection (TSC No. 2021-21).
 19. Adopted Resolution No. 2021-193. Resolution of the City Council of the City of National City authorizing an increase in the appropriation of American Rescue Plan Act (ARPA) funding to be used for City of National City employee premium pay from \$900,000 to \$1,340,000.
 20. Approved Local Appointments List – Maddy Act Requirement.
 21. Filed Annual Performance Evaluation for the City Attorney.
 22. Filed Investment Report for the quarter ended September 30, 2021.

23. Ratified Warrant Register #16 for the period of 10/15/21 through 10/21/21 in the amount of \$1,466,352.62.
24. Ratified Warrant Register #17 for the period of 10/22/21 through 10/28/21 in the amount of \$507,904.70.
25. Ratified Warrant Register #18 for the period of 10/29/21 through 11/05/21 in the amount of \$2,546,521.45.

Mayor Sotelo-Solis called for a recess at 7:40 p.m. and reconvened the meeting at 8:00 p.m. with members Bush, Morrison, Rios, and Sotelo-Solis present.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

26. Adopted Resolution No. 2021-194. Public Hearing and Adoption of a Resolution of the City Council of the City of National City establishing permit fees for recovery of the cost of the commercial cannabis business regulatory program development and for the cost to review and process applications for cannabis businesses.

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

Mayor Sotelo-Solis introduced City Manager Raulston who introduced Administrative Services Director Brennan, Economic Development Specialist Gamwell, and SCI Consulting Group consultant Kyle Tankard. Ms. Brennan provided the Staff report and a PowerPoint Presentation. Ms. Brennan made note on the record that the printed agenda packet the City Councilmembers had received had an incorrect attachment to the report pages had not been updated. The report posted on the City website for the public was the correct version.

Mayor Sotelo-Solis declared the Public Hearing open at 8:14 p.m.

Public Comment:

Five (5) spoken comments were registered and heard: Judith Strang, Carol Green, Alex Scherer, Peggy Walker, and Becky Rapp.

Three (3) written comments were received and read: Virginia Casey, Kathleen Lippitt, and Robert Valderrama.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to close the Public Hearing at 8:25 p.m.

Motion passed by 4-0 vote.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to adopt the Resolution.

Motion passed by 4-0 vote.

NON CONSENT RESOLUTIONS

27. Adopted Resolution No. 2021-195. Resolution of the City Council of the City of National City, California, authorizing the City Manager to enter into a new agreement between the City of National City (“City”) and ARTS A Reason to Survive (“ARTS”) for the maintenance and operation of the Arts Center located at 200 East 12th Street in National City for a 36 month period from January 1, 2022 to December 31, 2024.

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

Mayor Sotelo-Solis introduced Library and Community Services Director Ryan who provided the Staff report. ARTS Executive Director James Halliday provided a PowerPoint Presentation and addressed questions from Council.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to accept the Introduction of the Ordinance.

Motion passed by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to adopt the Resolution with the amendment to enter a one-year (1) lease with two-year extension between the City of National City (“City”) and ARTS A Reason to Survive (“ARTS”), and to have a follow up on the agreement in December 2022.

Ayes: Bush, Morrison, Sotelo-Solis

Nays: Rios

Absent: Rodriguez

Motion passed by 3-1 vote.

28. Adopted Resolution No. 2021-196. Resolution of the City Council of the City of National City, California adopting City Council Policy 805 entitled “Naming of City Assets and Streets.”

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

Mayor Sotelo-Solis introduced Assistant City Manager Winney who provided the Staff report and a PowerPoint Presentation.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to adopt the Resolution with the amendment to add to the committee the Chairs of the Board of Library Trustees, and Traffic Safety Committee.

Motion passed by 4-0 vote.

Councilmember Rodriguez joined the meeting at 8:40 p.m.

29. Adopted Resolution No. 2021-197. Resolution of the City Council of the City of National City recommending the San Diego County Board of Supervisors "opt-into" the Microenterprise Home Kitchen Operations (MEHKO) Program.

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

Mayor Sotelo-Solis introduced Assistant City Manager Winney who provided the Staff report and a PowerPoint Presentation.

Public Comment:

Two (2) spoken comments were registered and heard: Cynthia Fuller Quinonez, and Claire Groebner.

Three (3) written comments were received and read: Karen Clay, Katia C., and Nora Vargas.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to adopt the Resolution with the option to authorize a temporary pilot program of the San Diego County Board of Supervisors Microenterprise Home Kitchen Operations (MEHKO) Program.

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion passed by 4-1 vote.

NEW BUSINESS

30. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant (KeBURROS) located at 1539 East Plaza Blvd. (Applicant: Borderless Kitchens) (Case File 2021-16 CUP)

Mayor Sotelo-Solis read the title of the Item into the record and introduced Principal Planner Reeder who provided the Staff report.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to accept the Notice of Decision.

Motion passed by 5-0 vote.

31. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit modification for the former South Bay Community Church located at 2400 Euclid Avenue to add a transitional housing facility. (Applicant: San Diego Rescue Mission) (Case File 2021-13 CUP)

Mayor Sotelo-Solis read the title of the Item into the record and introduced Principal Planner Reeder who provided the Staff report.

Vice-Mayor Bush recused himself from the item due to conflict with residence located within 500 feet of the project. Vice-Mayor Bush left the meeting at 9:30 p.m.

Councilmember Morrison disclosed that he had met with the applicant and toured the site

Councilmember Rios disclosed that she had a brief conversation with the applicant and watched the Planning Commission Meeting when item was presented.

Mayor Sotelo-Solis disclosed that she had met with the applicant and toured the site.

Public Comment:

Five (5) spoken comments were registered and heard: Edvin Liku, Donnie Dee, Angelina Reyes, Carla Vanegas, and John Pasha.

Sixteen (16) written comments were received and read: Karen Moyer, Luis Sanchez, Kyler Kennedy, Daniel Schacht, Maria Chavez, Samantha K. Arpallan, Crystal Hernandez, Isabel Mora, Christopher Wigfall, Alan Kennedy, Chona Somera, Greg W. Boeh, Romulo Somera, Rebecca Phelps, Bradley Bang, and Miriam Aguilar Escobar.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rodriguez, to accept the Notice of Decision.

Ayes: Morrison, Rios, Rodriguez, Sotelo-Solis

Absent: Bush

Motion passed by 4-0 vote.

Vice-Mayor Bush rejoined the meeting at 9:50 p.m.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY – No agenda items.**C. REPORTS****STAFF REPORTS**

32. Focused General Plan Update and Affordable Housing Notice of Funding Availability (NOFA).

Director of Housing Aguirre provided the report and a PowerPoint Presentation.

Public Comment: None.

Received and filed report.

33. City Manager Report.

City Manager Raulston provided a brief update.

MAYOR AND CITY COUNCIL

34. Community Benefits Ad-Hoc Committee Report to City Council - Project Labor Standards and Policies.

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

Mayor Sotelo-Solis provided the committee report and a PowerPoint Presentation.

Public Comment:

Three (3) spoken comments were registered and heard: Gretchen Newsome, Sean-Keoni Ellis, and Carol Kim.

No written comments were received.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rodriguez, to accept the committee recommendation to direct Staff to enter into negotiations with San Diego & Imperial County Building Trades for a Project Labor Agreement for the City of National City.

Motion passed by unanimous vote.

35. Low Rider Ad-Hoc Committee Report to City Council.

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

Mayor Sotelo-Solis provided the committee report and a PowerPoint Presentation. City Manager Raulston and Police Chief Tellez addressed questions from Council.

Per City Council Policy #104 at 10:36 p.m. a Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to continue the meeting past the 10:30 p.m. in order to complete the items on the agenda.

Motion passed by unanimous vote.

Public Comment:

Two (2) spoken comments were registered and heard: Marisa Rosales, and Aida Castaneda. No written comments were received.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to accept the report and to direct Staff to return with a report based on the committee recommendation to suspend the cruising policy during sponsored events and to host a cruising season from April-September 2022, first Friday of every month, from 6-9 p.m., and to revisit this policy in the Winter of 2022.

A friendly amendment by Vice-Mayor Bush was offered to accept a full repeal of the no cruising ordinance. The maker of the motion did not accept the friendly amendment.

A substitute motion was made by Vice-Mayor Bush, seconded by Councilmember Rodriguez, to direct Staff to return with a report based on the committee recommendation to repeal the cruising ordinance and to host a cruising season.

Ayes: Bush, Rodriguez

Nays: Morrison, Rios, Sotelo-Solis

Motion failed by 2-3 vote.

Mayor Sotelo-Solis called for the vote on the original motion.

Motion passed by unanimous vote.

CLOSED SESSION

CLOSED SESSION REPORT

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

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957
Employment Contract: City Manager

City Clerk Molina reported that per Government Code 54953 (c)(3), the City Clerk is required to report out on Executive Agreement decisions made by the City Council. City Council approved a two-year (2) contract extension for the City Manager with a 3-2 vote. This item will be agendized for a future City Council meeting.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Madison Blaylock v. City of National City, et al
37-2021-00024099-CU-PA-CTL

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

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Mario Toledo Bedolla, et al. v. City of National City
37-2019-00054733-CU-PO-CTL

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

Closing remarks were provided by member of the Council, City Clerk, and City Treasurer.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Parking Authority and Successor Agency Special Meetings to follow.

The meeting adjourned at 11:08 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

December 7, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

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, Sotelo-Solis

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

Consultants/Advisors: Eddie Kreisberg

PUBLIC COMMENTS. None.

CLOSED SESSION

Members retired into Closed Session at 3:37 p.m. and returned at 4:54 p.m. with members present in attendance: Bush, Morrison, Rios, Rodriguez, and Sotelo-Solis. Raulston left Closed Session at 4:04 p.m.

1. PUBLIC EMPLOYEE EMPLOYMENT

Government Code Section 54957

Employment Contract: City Manager

Thirty One (31) Written Comments were received and read into the record: Bridgette Browning (San Diego & Imperial Counties Labor Council), Crystal Irving, Franco Garcia, Ditas Yamane, Alex Neu, Jo Espirite, Ana Tijerin, David Gallegos, Vanessa Castro, Mikki Vidamo, Lilibeth Angelo, Jeanette Silva, Elyana Delgado, Juanita Castaneda, Macario Avila, Jeffery Shultz, Steve Moss, Maelihini Adamos, Rebeca Reyes, Ray Stryker, Dionisia Trejo, Irma Arias, Isela Cabrales, Beatrice Gonzalez, Carina Roman, James Slade, Carla Hutchinson, James I. Woods, Michael Anthony Banjom, Michael Banjoman, and Sheila Pangco.

Council approved a two-year (2) contract extension for the City Manager with a 3-2 vote, Councilmember Bush and Vice-Mayor Rodriguez voting No.

Members retired into Closed Session at 4:55 p.m. and returned at 5:06 p.m. with members present in attendance: Bush, Morrison, Rios, Rodriguez (left at 5:00 p.m.), Sotelo-Solis, Raulston, Winney, Bell Jr., Torres, and Gomez.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: *Madison Blaylock v. City of National City, et al*
37-2021-00024099-CU-PA-CTL

Members retired into Closed Session at 5:06 p.m. and returned at 5:08 p.m. with members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Torres, and Gomez.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: *Mario Toledo Bedolla, et al. v. City of National City*
37-2019-00054733-CU-PO-CTL

Members retired into Closed Session at 5:08 p.m. and returned at 5:58 p.m. with members present in attendance: Bush, Morrison, Rios, Rodriguez (absent), Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, and Valadez.

Guest: Eddie Kreisberg (Labor Negotiator)

4. 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), Jose Tellez (Chief of Police), Frank Parra (Chief of Emergency Services), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

Members returned from Closed Session at 5:58 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez (absent), Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, and Valadez.

Guest: Eddie Kreisberg (Labor Negotiator)

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the 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. via teleconference.

The meeting adjourned at 5:58 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



**MINUTES OF A SPECIAL MEETING
PARKING AUTHORITY OF THE CITY OF NATIONAL CITY**

December 7, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

CALL TO ORDER

The meeting was called to order at 11:11 p.m. by Chair Sotelo-Solis.

ROLL CALL

Members present: Bush, Morrison, Rios, Sotelo-Solis

Members absent: Rodriguez

Other Elected Officials present: Beauchamp, Molina

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

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

CONSENT CALENDAR

Public Comment: None.

ACTION: Motion by Board Member Rios, seconded by Board Member Morrison, to approve the Consent Calendar Item 1.

Motion carried 4-0, with Boardmember Rodriguez absent.

1. Adopted Resolution No. 2021-03. Resolution of the Parking Authority of the City of National City authorizing the Chairwoman to execute a Ninth Amendment to the Option to Purchase Agreement between the Parking Authority and CarMax Auto Superstores California, LLC, a Virginia limited liability company, extending the permitting period from December 31, 2021 to December 31, 2023.

ADJOURNMENT

Chair Sotelo-Solis adjourned to the Regular Meeting of the Parking Authority of the City of National City - Tuesday - August 16, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The meeting adjourned at 11:13 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



**MINUTES OF THE SPECIAL MEETING
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY**

December 7, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 11:08 p.m. by Chair Sotelo-Solis.

ROLL CALL

Members present: Bush, Morrison, Rios, Sotelo-Solis.

Members absent: Rodriguez

Other Elected Officials present: Beauchamp, Molina

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

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

PUBLIC COMMENTS

None.

NON CONSENT RESOLUTIONS

1. Adopted Resolution No. 2021-111. Resolution of the Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2022 through June 30, 2023 (ROPS 22-23) with Expenditures Totaling \$4,431,809, Approving the Associated Administrative Budget of \$230,000, and Authorizing the submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board.

ACTION: Motion by Board Member Rios, seconded by Board Member Morrison, to adopt the Resolution.

Motion carried 4-0, with Boardmember Rodriguez absent.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency - Tuesday – March 15, 2022 - 6:00 p.m. - Council Chambers - National City, California

The meeting adjourned at 11:10 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

DRAFT



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

December 9, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:33 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush (arrived at 4:46 p.m.), Morrison (arrived at 4:45 p.m.), Rios, Rodriguez, Sotelo-Solis

Other Elected Officials present: Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Tellez, Hernandez, and Ybarra

Consultants/Advisors: Alena Shamos, Esq., and Aleks Giragosian, Esq.

PUBLIC COMMENTS

None.

CONSENT CALENDER

1. Adopted Resolution No. 2021-198. Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection C and D, sole source procurement, for the Police Department's purchase of seventy six (76) body worn cameras, cloud-based storage of digital evidence, and internet data management through Evidence.com, including support services and assist with the implementation of auto-tagging through CAD from Axon Enterprise, Inc.; authorize the City to award the purchase; authorize the Mayor to execute a five-year contract in the amount of \$514,839.80 with Axon Enterprise, Inc.; and authorizing an increase of \$27,967.69 to fiscal year 2022 General Fund appropriations and use of General Fund unassigned fund balance for said increase.

Deputy City Clerk Chapel read the title of the Resolution into the record.

Mayor Sotelo-Solis introduced Chief Tellez who provided a summary of the Item.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to adopt the Resolution.

Ayes: Rios, Rodriguez, Sotelo-Solis

Nays: None

Absent: Bush, Morrison

Motion passed by 3-0 vote.

Members retired into Closed Session at 4:47 p.m. and returned at 6:00 p.m. with members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Hernandez, and Ybarra.

CLOSED SESSION

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

Members retired into Closed Session at 4:47 p.m. and returned at 6:00 p.m. with members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Chapel, and Molina.

Guest: Alena Shamos, Esq., and Aleks Giragosian, Esq.

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

Members returned from Closed Session at 6:00 p.m. with members present: Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Chapel, and Molina.

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

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

For Item 2, direction was given by City Council to City Attorney and Staff by unanimous vote.

For Item 3, direction was given by City Council to City Attorney and Staff by unanimous vote.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, January 18, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 6:00 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

December 21, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 6:27 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Other Elected Officials present: Molina (arrived at

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, and Gilman.

PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rios led the Pledge of Allegiance.

PUBLIC COMMENT

None.

CONSENT CALENDAR

Public Comment:

One (1) written comment for Item 2 was received and read: Joan Rincon.

Deputy City Clerk Chapel announced to the Mayor that the live-stream of the meeting was interrupted and the public were unable to view meeting. In compliance with AB 361 the meeting discontinued at 6:35 p.m. The meeting was restarted and confirmed live stream for public at 6:42 p.m. The meeting started over from Call to Order.

CALL TO ORDER

The meeting was called to order at 6:42 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison (arrived at 6:49 p.m.), Rios, Rodriguez, Sotelo-Solis

Other Elected Officials present: Molina (arrived at 6:49 p.m.)

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, and Gilman.

PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rios led the Pledge of Allegiance.

PUBLIC COMMENT

None.

CONSENT CALENDAR

Public Comment:

One (1) written comment for Item 2 was received and read: Joan Rincon.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to approve the Consent Calendar Items 1 and 2.

Motion carried by unanimous vote.

1. Adopted Resolution No. 2021-199. Resolution of the City Council of the City of National City, California, amending the Agreement between the City and Colantuono, Highsmith & Whatley, PC for legal services in the specialized area of Election Law by increasing the not-to-exceed amount by \$80,000 for a new total not-to-exceed amount of \$105,000 and authorizing an increase of \$80,000 in General Fund appropriations and use of General Fund fund balance for said legal services.
2. Adopted Resolution No. 2021-200. Resolution of the City Council of the City of National City, California, authorizing registering in the National Opioid Settlement and authorizing the City Attorney to execute the necessary registration documents.

NON CONSENT RESOLUTION

3. Adopted Resolution No. 2021-201. Resolution of the City Council of the City of National City, California, declaring its intent to transition from At-Large Elections for City Council to District-Based Elections for City Council pursuant to Elections Code Section 10010.

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

Mayor Sotelo-Solis introduced City Attorney Bell who introduced Senior Council Aleks Giragosian. Mr. Giragosian provided a report and a PowerPoint Presentation.

Vice-Mayor Bush left the meeting at 7:23 p.m. and returned at 7:34 p.m.

Public Comment:

Nineteen (19) written comments were received and read: Wendy Aragon-Mills, Debbie Discar-Espe, Joe Mazares, Kirin A. Macapugay, Alicia DeLeon-Torres, Femie Villaflores, Ellen Nash, APAC – Steve Hisieh, Mitz Lee and Cynthia "CK" Suero-Gabler, National City Residents and Community of Interest, Joel Tubao, Salvador B. Flor, Ted Godshalk, Carol Kim, Ellen Nobles, Thelma Virata de Castro, Chris Cate, Myrna Reyes, Anamaria Labao Cabato, and Nancy Castro-Nieto.

Three (3) speakers registered to speak but were not present to provide comment: Richard D'Ascoli, William Peetoom, and Ken Seaton-Msemaji.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Rodriguez, to adopt the Resolution.

Motion passed by unanimous vote.

CLOSED SESSION REPORT

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

1. 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), Jose Tellez (Chief of Police), Frank Parra (Chief of Emergency Services), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

There is nothing to report on this item.

2. 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 3-2 vote with (Yays: Bush, Rios, Sotelo-Solis; Nays Morrison, Rodriquez)

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, January 18, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 7:40 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

December 21, 2021

This meeting was conducted utilizing teleconferencing and electronic means consistent with State of California Assembly Bill No. 361, approved by Governor Newsom on September 16, 2021.

OPEN TO THE PUBLIC

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:31 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush (arrived at 5:00 p.m.), Morrison, Rios, Rodriguez, Sotelo-Solis
Councilmembers absent: None.

Other Elected Officials present: Molina

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

Consultants/Advisors: Eddie Kreisberg, Aleks Giragosian, Esq., Matt Rexroad

PUBLIC COMMENTS

None.

CLOSED SESSION

*Members retired into Closed Session at 3:36 p.m. and returned at 4:18 p.m. with members present in attendance: Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., and Valadez.
Guest: Eddie Kreisberg*

1. 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), Jose Tellez (Chief of Police), Frank Parra (Chief of Emergency Services), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

Members retired into Closed Session at 4:18 p.m. and returned at 6:23 p.m. with members present in attendance: Bush (arrived at 5:00 p.m.), Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Chapel, and Molina.

Guest: Aleks Giragosian, Esq., and Matt Rexroad Consultant

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One (1) Potential Case

Members returned from Closed Session at 6:23 p.m. with members present: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Chapel, and Molina.

Guest: Aleks Giragosian, Esq., and Matt Rexroad Consultant

CLOSED SESSION REPORT

Mayor Sotelo-Solis announced that the report will be provided during the Special City Council meeting.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City, Tuesday, January 18, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 6:23 p.m. to the 6:00 p.m. meeting late.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 1, 2022.

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to March 1, 2022, as required by AB 361. \(City Clerk\)](#)

Please scroll down to view the backup material.

RESOLUTION NO. 2022-**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND COMMITTEES AFTER FEBRUARY 1, 2022 FOR A PERIOD OF 30 DAYS**

WHEREAS, the World Health Organization has declared the COVID-19 outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act; and

WHEREAS, beginning March 2020, California Governor Newsom executed Executive Order N-29-20 including additional updates as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

WHEREAS, Executive Order N-08-21 is set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

WHEREAS, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place.

WHEREAS, on October 5, 2021, City Council adopted Resolution No. 2021-147 was adopted declaring findings to continue to teleconference for an additional 30 days.

WHEREAS, on November 2, 2021, City Council adopted Resolution No. 2021-164 was adopted declaring findings to continue to teleconference for an additional 30 days.

WHEREAS, on December 7, 2021, City Council adopted Resolution No. 2021-183 was adopted declaring findings to continue to teleconference for an additional 30 days.

WHEREAS, on January 4, 2022, City Council adopted Resolution No. 2022-01 was adopted declaring findings to continue to teleconference for an additional 30 days.

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

Section 1: Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees:

Section 2. Makes the findings that the City of National City meets the requirements to continue holding meeting remotely in order to ensure the health and safety of its staff and the public:

Section 3. That 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 1st day of February 2022, by the following vote:

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

RESOLUTION NO. 2022 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND COMMITTEES AFTER FEBRUARY 1, 2022 FOR A PERIOD OF 30 DAYS

WHEREAS, the World Health Organization has declared the COVID-19 outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act; and

WHEREAS, beginning March 2020, California Governor Newsom executed Executive Order N-29-20 including additional updates as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

WHEREAS, Executive Order N-08-21 was set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

WHEREAS, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place; and

WHEREAS, on October 5, 2021, City Council adopted Resolution No. 2021-147 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on November 2, 2021, City Council adopted Resolution No. 2021-164 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on December 7, 2021, City Council adopted Resolution No. 2021-183 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on January 4, 2022, City Council adopted Resolution No. 2022-01 declaring findings to continue to teleconference for an additional 30 days.

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

Section 1: Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees.

Section 2. Makes the findings that the City of National City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of its staff and the public.

Section 3. That 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 1st day of February 2022.

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 and ratifying the Second Amendment to an Agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law to extend the term of the Agreement from January 1, 2022-December 31, 2022. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |

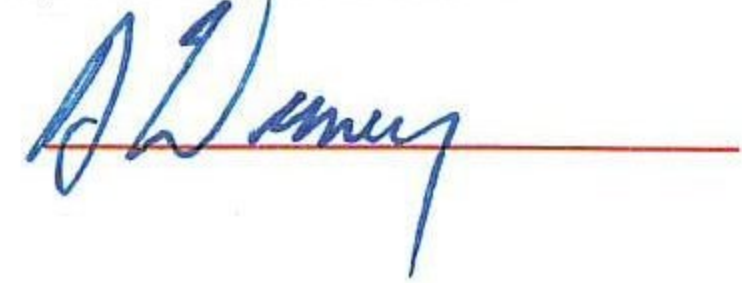
ITEM TITLE:

Resolution of the City Council of the City of National City approving and ratifying the second amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law to extend the term of the Agreement from January 1, 2022 – December 31, 2022. (City Manager)

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

PHONE: (619) 336-4240

APPROVED BY:



EXPLANATION:

The City engages outside legal support for specialized areas. On March 1, 2021, the City executed an agreement with Kreisberg Law Firm to provide the City Manager a full range of legal services related to labor negotiations and relations. On June 15, 2021, the City Council approved the first amendment to the agreement which increased the compensation amount in a not to exceed amount of \$150,000 and extended the term of the agreement to include two, one year extensions available through December 2023, allowing Kreisberg Law Firm to continue to represent the City during negotiations, including any necessary special studies, and on a retainer basis after negotiations are completed. The second amendment exercises the first of the (2) one year extensions available through December 2023 and authorizes the City Manager to sign future amendments to the agreement under the current terms.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

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

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Attachment A – Resolution
- Attachment B – Original Agreement with Kreisberg Law Firm
- Attachment C – First Amendment to the Agreement with Kreisberg Law Firm
- Attachment D – Second Amendment to the Agreement with Kreisberg Law Firm

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
KREISBERG LAW FIRM LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 1st day of March, 2021 between the CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and KREISBERG LAW FIRM 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 as-needed, general legal services regarding labor relations and labor negotiations matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on March 1, 2021, through December 31, 2021. 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 Manager.

Article 3. Scope of Services. FIRM shall provide, as-needed, general legal services regarding labor relations and labor negotiations matters, including the following: perform the full range of services related to the negotiation, drafting and implementation of MOUs, including proactively advising on current legal trends and issues related to labor negotiations and agreements. Compensation for these “labor relations and labor negotiations” services shall be as set forth in Article 4 of this Agreement.

Upon request, FIRM may provide other labor and employment legal services, including representing the CITY in unfair labor practice, arbitration, litigation, mediation, fact-finding, appeals and other hearings that may relate to labor relations and labor negotiations, as well as advising the CITY on non-labor related employment law matters. Compensation for these “other labor and employment legal services” shall be as set forth in Article 4 of this Agreement..

Article 4. Compensation. The total compensation to FIRM for providing the services set forth herein shall not exceed \$49,000.

A. The CITY shall pay a monthly retainer amount of \$4,000 for each month of this Agreement for a total of \$40,000 during the term of this Agreement for services set forth in Article 3.

B. In addition, the CITY shall pay \$300 per hour for any additional requested and authorized “other labor and employment legal services” as described in Article 3.

C. 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.

D. 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 Manager 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.

E. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 3. 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.

F. 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 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) 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.

G. Bills from the FIRM should be submitted to Brad Raulston, City Manager, 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.

H. 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.

I. 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.

J. 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** requirement will be waived by the City if there are six (6) employees or fewer, consistent with state law.

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

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

and to: braulston@nationalcityca.gov
twinney@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Edward L. Kreisberg
KREISBERG LAW FIRM, LLP
2225 Bayshore Road, Suite 200
Palo Alto, CA 94303
Email: eddie@kreisberg-law.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.

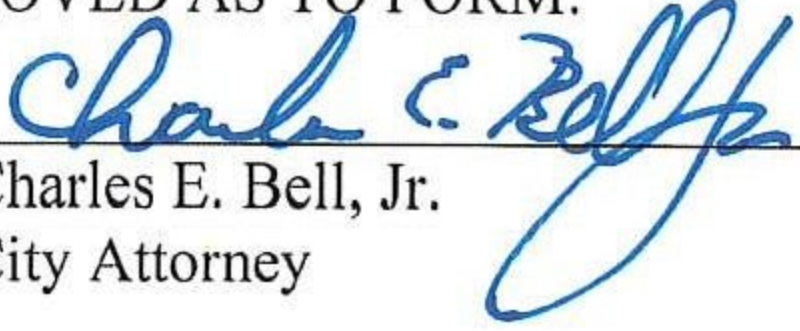
CITY OF NATIONAL CITY

By: 
Brad Raulston, City Manager

KREISBERG LAW FIRM LLP

By: Edward J. Kelly, Esq.
Title: Partner

APPROVED AS TO FORM:

By: 
Charles E. Bell, Jr.
City Attorney

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

THIS 1ST AMENDMENT TO THE AGREEMENT is entered into this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and KREISBERG LAW FIRM LLP, a limited liability partnership (the "FIRM").

RECITALS

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

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

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

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

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

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

3. Article 4 of the Agreement is hereby amended to state the following:
 - a. Compensation. The total compensation to FIRM for providing the services set forth herein shall not exceed \$150,000.
 - b. "The CITY shall pay FIRM for any subconsulting special studies based upon the mutually agreed upon price acknowledged in writing by CITY prior to the start of work. The total amount of any special studies shall be included within the overall not-to-exceed amount of \$150,000."

4. Article 15 of the agreement is hereby amended to add the following:

K. Subcontractors or Subconsultants. The CITY is engaging the services of the FIRM identified in this Agreement. The FIRM shall not subcontract any portion of the work, unless such subcontracting was part of the original or amended proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the indemnification and hold harmless provision of Section 9 and the insurance provisions in Section 10 of this Agreement.

5. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the March 1, 2021 Agreement shall remain in full force and effect.


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

CITY OF NATIONAL CITY

By: 

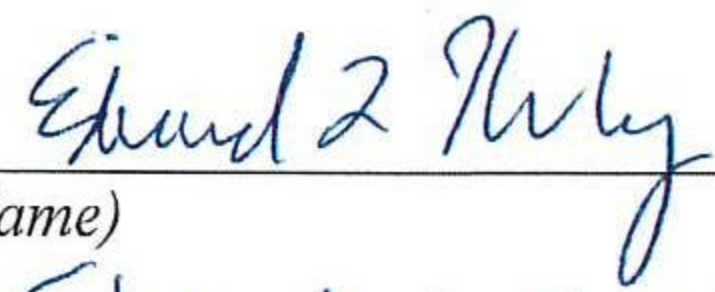
 Brad Raulston, City Manager

APPROVED AS TO FORM:

By: 

 Charles E. Bell Jr.
 City Attorney

KREISBERG LAW FIRM LLP

By: 

 (Name)

Edward L. Kreisberg

 (Print)

Principal

 (Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2021

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

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

PRODUCER Jaffe-Schlossberg, Inc. 3502 Geary Blvd, 3rd Floor San Francisco CA 94118		CONTACT NAME: Brady Ward PHONE (A/C, No, Ext): (415) 221-5340 FAX (A/C, No): (415) 221-5395 E-MAIL ADDRESS:	
INSURED The Kreisberg Law Firm, LLC 2225 E Bayshore Rd Ste 200 Palo Alto CA 94303		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co, LTD NAIC # 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2121805762**REVISION NUMBER:**

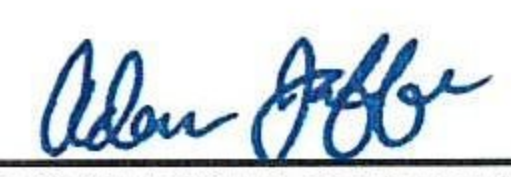
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			57SBMBN2383	01/08/2021	01/08/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBMBN2383	01/08/2021	01/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of National City, its officers, officials, employees, and volunteers are included as Additional Insureds, as required by written contract, per the Business Liability Coverage SS0008 attached to this policy. As required by written contract, this insurance is Primary and Non-contributory with any insurance carried by Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

City of National City c/o Risk Manager 1243 National City Boulevard National City CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

A. COVERAGES

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

Insuring Agreement

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

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

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

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

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1**. of Section **C**. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1**. of Section **C**. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

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

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

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

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

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

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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

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

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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

released as part of the operations being performed by such insured, contractor or subcontractor;

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

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

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

j. Professional Services

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

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

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

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

k. Damage To Property

"Property damage" to:

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

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

o. Recall Of Products, Work Or Impaired Property

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

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

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

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

(c) Title of any literary or artistic work;

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

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

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

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

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

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

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

q. Electronic Data

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

r. Employment-Related Practices

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

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

This exclusion applies:

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

s. Asbestos

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

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

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

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

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

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

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

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

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

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

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

f. Any Other Party

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

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

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

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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

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

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

3. Financial Responsibility Laws

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

4. Legal Action Against Us

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

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

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

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

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

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

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

F. OPTIONAL ADDITIONAL INSURED COVERAGES

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

1. Additional Insured - Designated Person Or Organization

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

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

2. Additional Insured - Managers Or Lessors Of Premises

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

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

This insurance does not apply to:

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

3. Additional Insured - Grantor Of Franchise

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

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

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

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

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

This insurance does not apply to:

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

6. Additional Insured - State Or Political Subdivision - Permits

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

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

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

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

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

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

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

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

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

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

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

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

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

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

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

6. "Coverage territory" means:

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

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

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

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

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

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

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 14.** "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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

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

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

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

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

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;

- (b) Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

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

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

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

- (2) The providing of or failure to provide warnings or instructions.

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

THIS 2nd AMENDMENT TO THE AGREEMENT is entered into this 1st day of February, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and KREISBERG LAW FIRM LLP, a limited liability partnership (the “FIRM”).

RECITALS

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

WHEREAS, on June 15, 2021 the parties amended the Agreement by including a provision stating that the Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term and that the Parties may exercise up to two (2) one-year extensions, extending the scope of legal services to include classification and compensation services and comparative staffing analysis, and authorize the use of subconsultants for special projects, and increased the not-to-exceed amount by \$101,000 for a total not-to-exceed amount of \$150,000.

WHEREAS, the parties now desire to exercise the option to extend the term of the agreement for another one year term.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The parties wish to exercise the option to extend the term of the Agreement from January 1, 2022 – December 31, 2022.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the March 1, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 2nd Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

KREISBERG LAW FIRM LLP

By: _____
Brad Raulston, City Manager

By: Edward L. Kreisberg
(Name)

APPROVED AS TO FORM:

Edward L. Kreisberg
(Print)

By: _____
Charles E. Bell Jr.
City Attorney

Partner
(Title)



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 5, 2022

City of National City
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950

Account Information:

Policy Holder Details :	The Kreisberg Law Firm, LLC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2022

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 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 JAFFE SCHLOSSBERG INC 57555459 3502 GEARY BLVD 3RD FLOOR SAN FRANCISCO CA 94118	CONTACT NAME: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">PHONE (415) 221-5340 (A/C, No, Ext):</td> <td style="width: 40%;">FAX (415) 386-6853 (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Company Ltd.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	PHONE (415) 221-5340 (A/C, No, Ext):	FAX (415) 386-6853 (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																			
INSURER D :																			
INSURER E :																			
INSURER F :																			
INSURED THE KREISBERG LAW FIRM, LLC 1900 S NORFOLK ST STE 350 SAN MATEO CA 94403-1171																			

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS		
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			57 SBM BN2383	01/08/2021	01/08/2022	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						MED EXP (Any one person)	\$10,000	
	OTHER:						PERSONAL & ADV INJURY	\$2,000,000	
							GENERAL AGGREGATE	\$4,000,000	
							PRODUCTS - COMP/OP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY			57 SBM BN2383	01/08/2021	01/08/2022	COMBINED SINGLE LIMIT (Ea accident)		\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/>	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT		
							E.L. DISEASE -EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER City of National City 1243 NATIONAL CITY BLVD NATIONAL CITY CA 91950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Suean S. Castaneda</i>
---------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



IMPORTANT NOTICE TO OUR POLICYHOLDERS

ENCLOSED IS YOUR SPECTRUM POLICY FROM THE HARTFORD. WE ARE PROVIDING YOU WITH A COMPLETE SET OF POLICY FORMS, NOTICES AND BROCHURES. IN THE INTEREST OF PAPER CONSERVATION AND TO REDUCE EXPENSES, AT RENEWAL OF THIS POLICY WE WILL BE PROVIDING YOU ONLY WITH THOSE DOCUMENTS WHICH HAVE CHANGED FROM THOSE NOW BEING PROVIDED. **YOU SHOULD RETAIN ALL OF THESE DOCUMENTS INDEFINITELY** SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number: 1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



IMPORTANT NOTICE TO POLICYHOLDERS

THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

- o A panel of third party incident response service providers
- o Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- o Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- o White papers, blogs and webinars from leading privacy and security practitioners
- o Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

- o The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- o Registration is required to access the Cyber Center. You may register as many users as necessary.
- o Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.

Spectrum[®]

Business Owner's Policy





PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:
 \$ 7.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.

83 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
23 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
BN insurance company of The Hartford Insurance Group shown below.

SBM

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 57 SBM BN2383 SC

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: THE KREISBERG LAW FIRM, LLC
(No., Street, Town, State, Zip Code)

2225 E BAYSHORE RD STE 200
PALO ALTO CA 94303

Policy Period: **From** 01/08/21 **To** 01/08/22 365 DAYS
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: JAFFE SCHLOSSBERG INC

Code: 555459

Previous Policy Number: NEW

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$500 MP

Susan L. Castaneda

Countersigned by

Authorized Representative

01/08/21
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BN2383

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

2225 E BAYSHORE RD STE 200
PALO ALTO CA 94303

Description of Business:
LAWYERS & LAW FIRMS

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES NO COVERAGE
OUTSIDE THE PREMISES NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BN2383

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
BUSINESS LIABILITY OPTIONAL COVERAGES	
HIRED/NON-OWNED AUTO LIABILITY	\$1,000,000
UNMANNED AIRCRAFT LIABILITY IS EXCLUDED SEE FORM: SS 42 06	

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BN2383

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 08 04 05	SS 00 45 12 06
SS 00 60 09 15	SS 00 64 09 16	SS 01 21 02 20	SS 42 06 03 17
SS 04 38 09 09	SS 41 63 06 11	SS 05 47 09 15	SS 50 38 10 03
SS 50 19 01 15	IH 99 40 04 09	IH 99 41 04 09	SS 83 76 01 15
SS 89 93 07 16			

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BN2383

SUPPLEMENTAL DECLARATIONS:

A service fee of \$ 7.00 is charged for each installment when your premium is paid in installments. The service fee is \$ 5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.

COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS and COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address

Policy Period

Description and Business Location

Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

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COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount

due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

COMMON POLICY CONDITIONS

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

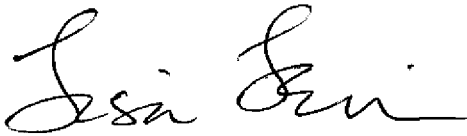
If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

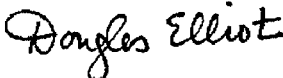
L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

A. COVERAGES

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

Insuring Agreement

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

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

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

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

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

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

e. Incidental Medical Malpractice

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

2. MEDICAL EXPENSES

Insuring Agreement

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

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

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

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

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

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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

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

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

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

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

j. Professional Services

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

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

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

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

k. Damage To Property

"Property damage" to:

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

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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o. Recall Of Products, Work Or Impaired Property

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

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

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

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

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

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

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

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

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

(12) Arising out of:

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

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

q. Electronic Data

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

r. Employment-Related Practices

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

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

This exclusion applies:

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

s. Asbestos

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

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

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

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

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

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

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

BUSINESS LIABILITY COVERAGE FORM

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

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

f. Any Other Party

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

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

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

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

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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

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

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

3. Financial Responsibility Laws

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

4. Legal Action Against Us

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

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

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

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

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

F. OPTIONAL ADDITIONAL INSURED COVERAGES

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

1. Additional Insured - Designated Person Or Organization

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

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

2. Additional Insured - Managers Or Lessors Of Premises

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

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

This insurance does not apply to:

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

3. Additional Insured - Grantor Of Franchise

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

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

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

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

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

This insurance does not apply to:

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

6. Additional Insured - State Or Political Subdivision - Permits

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

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

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

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

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

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

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

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

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

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

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

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

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

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

6. "Coverage territory" means:

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

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

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

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

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

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

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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A. Sub-subparagraphs 1.p. (7), (8), (15) of Paragraph 2., of Section B. **Exclusions** are deleted and replaced with the following:

p. Personal and Advertising Injury:

(7) (a) Arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

B. Subparagraph 1.r. of Section B. **Exclusions** is deleted and replaced with the following:

r. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

C. Subparagraph 1.q. "Electronic Data" of Section B. **Exclusions** is deleted and replaced with the following:

q. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- (1) Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

D. Sub-subparagraph 7.b.(1) Other Insurance of Section E. **Liability and Medical Expenses General Conditions** is deleted and replaced with the following:

b. **Excess Insurance**

(1) **Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Wrap Up Insurance or similar coverage for "your work".

E. Subparagraph 17. c. "Personal and Advertising Injury" of Section G, **Liability and Medical Expenses Definitions** is deleted and replaced with the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

F. Subparagraph 17.h. of Section G, **Liability and Medical Expenses Definitions** deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM AMENDATORY ENDORSEMENT- SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A.** Sub-subparagraph 3.a.(5) of Paragraph 3., Section A. **Coverages** is deleted and replaced with the following:
 - 3. Coverage Extension - Supplementary Payments:**
 - a. (5)** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
BUSINESS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM**

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** All Policies in Effect for 60 Days Or Less:
If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 10 days before the effective date of cancellation if we cancel for:
 - (1)** Nonpayment of premium; or
 - (2)** Discovery of fraud or material misrepresentation by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
 - b.** 30 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** All Policies in Effect For More Than 60 Days
 - a.** If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following, or as permitted under applicable California law:
 - (1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2)** Discovery of fraud or material misrepresentation by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
 - (b)** You or your representative in pursuing a claim under this policy.
 - (3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (4)** Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5)** Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6)** A determination by the Commissioner of Insurance that the:
 - (a)** Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b)** Continuation of the policy coverage would:
 - i.** Place us in violation of California law or the laws of the state where we are domiciled; or
 - ii.** Threaten our solvency.
 - (7)** A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud, or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph **3.a.**

- B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b. We may not cancel solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage under the **Special Property Coverage Form**, which excludes loss or damage caused by or resulting from corrosive soil conditions.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning

from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wild fire has occurred.

However, we may cancel:

- a. When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- b. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- c. If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. Subject to the provisions of paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under this policy.

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associated participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d) applies only if coverage is subject to the Special Property Coverage Form, which excludes loss or damage caused by or resulting from corrosive soil conditions.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one

year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

(1) If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risk insured against.

(2) If losses unrelated to the post disaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or

(3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph C.1.

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

If there is an appraisal, we will still retain our right to deny the claim.

- D. The Concealment, Misrepresentation Or Fraud Condition** is replaced by the following with respect to loss of damage caused by fire:

We do not provide coverage to the insured who, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. That insured's interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

- E. The Concealment, Misrepresentation Or Fraud Condition** is replaced by the following with respect to loss of damage caused by a Covered Cause of Loss other than fire:

This Coverage Part is void if any insured, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. That insured's interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

- F. The Other Insurance - Property Coverage Condition** is replaced by the following:

If there is other insurance covering the same loss or damage, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable limit of insurance bears to the limits of insurance of all insurance covering on same basis.

- G. Paragraph E.2., Appraisal of the Standard and Special Property Form** is deleted and replaced by the following:

2. If we and you disagree on the value of the property or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- H. With respect to an "Open Policy", the Loss Payment Condition of the Standard and Special Property Form** is amended by the following:

1. The following changes are made to Section **E. PROPERTY LOSS CONDITIONS**:

- a. Paragraph **5.d.(1)(b)** of the Loss Payment condition is deleted and replaced by:

- (b) We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced, and then only subject to deduction for depreciation. Prior to such repair or replacement, and in accordance with the terms applicable in this Paragraph **5., Loss Payment**, we will pay the actual cash value of the lost or damaged property as described in Paragraph **2.** below. If the actual cash value does not exhaust the applicable Limit of Insurance, we will then pay the difference between the actual cash value and the replacement cost, provided that the repair or replacement is completed:

- (i) Within 12 months after our payment of the actual cash value; or
- (ii) Within 36 months after our payment of the actual cash value if the loss or damage relates to a state of emergency under California Law.

The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit.

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:

- (i) Unavoidable construction permit delays;
- (ii) The lack of necessary construction materials; or

- (iii) The unavailability of contractors to perform the necessary work.

The foregoing provisions do not constitute a waiver of our right to deny the claim for any valid reason or to restrict payment in cases of suspected fraud.

- 2. The following provision is added:

Provision Applicable to California

Actual cash value is determined as follows:

- a. In the event of a partial or total loss to a building or structure, actual cash value is calculated as shown below, whichever is less:

- (1) The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of the loss; or
- (2) The limit of Insurance applicable to the property.

- b. In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as the lesser of the following:

- (1) The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or
- (2) The Limit of Insurance applicable to the property.

- I. With respect to this endorsement, the following definition is added to Section **G. PROPERTY DEFINITIONS**:

"Open Policy" means a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation. The term "open policy" does not apply to Covered Property that is subject to an Agreed Value clause or similar clause that establishes an agreed value prior to loss, unless such clause has expired.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

<input type="checkbox"/>	Option 1: If an "X" is shown in this box, Bodily Injury and Property Damage coverage for Unmanned Aircraft applies and the Unmanned Aircraft Exclusion in Paragraph A.1.g.(1) of this endorsement does not apply.
<input type="checkbox"/>	Option 2: If an "X" is shown in this box, Personal And Advertising Injury coverage for Unmanned Aircraft applies and the Unmanned Aircraft - Personal And Advertising Injury Exclusion in Paragraph A.2. of this endorsement does not apply.

Except as otherwise stated in this endorsement or the schedule above, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes are made to Section **B.1.**, **EXCLUSIONS:**

- Paragraph **g.**, **Aircraft, Auto or Watercraft**, is deleted and replaced with the following:

g. Aircraft, Auto or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft

owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

Paragraph **g. (2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

- (e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 f. (2) or f. (3) of the definition of "mobile equipment"; or
- (f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to Section **B. EXCLUSIONS** Paragraph p., **Personal and Advertising Injury**:

Unmanned Aircraft - Personal and Advertising Injury

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

- (a) Infringement, in your "advertisement", of:
 - (i) Copyright;
 - (ii) Slogan; or
 - (iii) Title of any literary or artistic work; or
- (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. The following changes apply to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

- 1. The following definition is added:
 - "Unmanned aircraft" means an aircraft that is not:
 - a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture
- to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Paragraph f. of the definition of "insured contract" in the **Liability And Medical Expenses Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR ENERGY LIABILITY

1. This insurance does not apply:
 - a. To any injury or damage:
 - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - c. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - (4) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (4) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this exclusion:
 - a. "Byproduct material", "source material" and "special nuclear material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 - b. "Computer system and network" means:
 - (1) Leased or owned computer hardware including mobile, networked, and data storage computing equipment;
 - (2) Owned or licensed software;
 - (3) Owned websites;
 - (4) Leased or owned wireless input and output devices; and
 - (5) Electronic backup facilities and data storage repositories employed in conjunction with items 1 through 4 above.
 - c. "Hazardous properties" include radioactive, toxic or explosive properties.
 - d. "Nuclear facility" means:
 - (1) Any "nuclear reactor";
 - (2) Any equipment or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing "spent fuel"; or
 - (c) Handling, processing or packaging "waste",

(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- e. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
- f. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- g. Injury or damage and "property damage" include all forms of radioactive contamination of property.
- h. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- i. "Technology services" means:
 - 1. the following services performed for others:
 - a. Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

- b. Integration of systems;
 - c. Processing of, management of, mining or warehousing of data;
 - d. Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - e. Website development; website hosting;
 - f. Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - g. Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - h. Design and development of: code, software or programming;
 - i. Providing software application: services, rental or leasing;
 - j. Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - k. "Telecommunication services"; and
 - l. "Telecommunication products".
- 2. web-related software and connectivity services performed for others; and
 - 3. activities on the "named insured's" "computer system and network".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXCLUSION - PERSONAL AND ADVERTISING INJURY - LAWYERS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A.** Exclusion **1.j. Professional Services** of Section **B. Exclusions** is changed to replace **1.j.(1)** with the following:
 - j.(1)** Accounting or advertising services;

- B.** The following is added to Exclusion **p. "Personal and Advertising Injury"** of Section **B. Exclusions**:

This insurance does not apply to "personal and advertising injury" arising out of the rendering of or failure to render professional services as a lawyer.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
UMBRELLA LIABILITY PROVISIONS**

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses, as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate industry insured losses, attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA), exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability for Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Pollution Exclusion, Nuclear Hazard Exclusion and the War And Military Action Exclusion.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Named Insured: THE KREISBERG LAW FIRM, LLC

Policy Number: 57 SBM BN2383

Effective Date: 01/08/21

Expiration Date: 01/08/22

Company Name: SENTINEL INSURANCE COMPANY, LIMITED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.



ARCH INSURANCE COMPANY
A Missouri Corporation

ADMINISTRATIVE OFFICE
One Liberty Plaza
53rd Floor
New York, NY 10006
Tel: 800-817-3252

HOME OFFICE
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW YOUR POLICY CAREFULLY. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS AND TO THE EXTENT THAT AN EXTENDED REPORTING PERIOD OPTION APPLIES.

DECLARATIONS

Policy Number: 11LPL20149501

Renewal of: 11LPL20149500

Item 1	Named Insured and Address Kreisberg Law Firm Suite 350 1900 S. Norfolk Street San Mateo, CA 94403	Item 2.	Producer Name Mercer Health & Benefits Insurance Services LLC PO Box 310386 Des Moines, IA 50331-0386
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Item 3.	Policy Period	From	To	12:01 A.M. Standard Time at the address of the Named Insured as stated herein.
		1/1/2022	1/1/2023	

Item 4.	Limit Liability \$ 2,000,000 \$ 4,000,000 a. Claims expenses are included within the Limit of Liability.	Each Claim Aggregate
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Item 5.	Deductible \$ 10,000	Per Claim
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Item 6.	The deductible amount specified above applies to both damages and claim expenses. Premium \$ 5,552.00	Amount	No. of Lawyers 1
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Item 7.	Forms Attached at Issue 05 ML 0002 00 1214 AIC Signature Page 05 LPL0002 05 04 17 Policy Form 00 LPL0175 00 04 17 Network Security Endorsement No Charge 00 LPL 00034 00 0506 Prior Acts 00 ML 0065 00 0607 OFAC
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By acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

Do Not Write In This Box	Remarks	Countersigned At Des Moines	Issue Date 11/24/2021
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Authorized Representative

11/24/2021

Countersign Date



California Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "John Mentz".

John Mentz
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

Regan Shulman
Secretary

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW THE POLICY CAREFULLY. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS AND TO THE EXTENT THAT AN EXTENDED REPORTING PERIOD OPTION APPLIES.

ARCH INSURANCE COMPANY

(a stock insurance company, herein called the Company)

agrees with all **Insureds**, in consideration of the payment of the premium, and in reliance upon the statements in the Declarations and subject to the limit of liability, exclusions, conditions and other terms of this policy, as follows:

INSURING AGREEMENTS

I. COVERAGE

The Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** and reported to the Company during the **Policy Period** or Extended Reporting Period, as applicable, arising out of any negligent act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** for others by an **Insured** covered under this policy. Provided always that such **Professional Services** or **Personal Injury** happen:

- A. during the Policy Period; or
- B. prior to the Policy Period provided that prior to the effective date of the first Lawyers Professional Liability Insurance Policy issued by this Company to the **Named Insured** or **Predecessor in Business**, and continuously renewed and maintained in effect to the inception of this policy period:
 - 1. the **Insured** did not give notice to any prior insurer of any such act, error, omission or **Personal Injury**; and
 - 2. the **Named Insured**, any partner, shareholder, employee, or where appropriate the **Named Insured's** management committee or any member thereof, had no reasonable basis to believe that the **Insured** had breached a professional duty or to **Reasonably Foresee** that a **Claim** would be made against the **Insured**; and
 - 3. there is no prior policy or policies which provide insurance (including any Automatic or Optional Extended Reporting Period or similar provision) of such policies for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay any **Claim**, in which event this policy will be **Specific Excess** over any such prior coverage, subject to this policy's terms, limits of liability, exclusions and conditions.

The Company shall have the right and duty to defend any suit against the **Insured** seeking **Damages** to which this insurance applies even if any of the allegations of the suit are groundless, false or fraudulent. The Company, at its option, shall select and assign defense counsel; however, the **Insured** may engage additional counsel, solely at their expense, to associate in their defense of any **Claim** covered hereunder. The Company shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit the **Insured** to any settlement without their consent. If the **Insured** refuses to consent to any settlement recommended by the Company and elects to

contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the liability of the Company for **Damages** and **Claim Expenses** shall not exceed the amount for which the **Claim** could have been settled, as well as the **Claim Expenses** incurred by the Company, or with the Company's consent, up to the date of such refusal. Furthermore, the **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's consent.

In the event:

- A. Item 4.a. of the Declarations is applicable to this policy, **Claim Expenses** shall be part of, and not in addition to, the Limits of Liability specified in Item 4 of the Declarations;
- B. Item 4.b. of the Declarations is applicable to this policy, **Claim Expenses** shall be in addition to the Limits of Liability specified in Item 4 of the Declarations.

In no event shall the Company be obligated to pay **Damages** or **Claim Expenses** or to defend, or continue to defend, any suit after the applicable limit of the Company's liability has been exhausted by payments of judgments, settlements, **Damages** or **Claim Expenses**, as applicable.

II. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. The entity or person named in Item 1 of the Declarations as the **Named Insured**;
- B. Any **Predecessor in Business** or **Successor in Business**;
- C. Any past partners, officers, directors, stockholders or employees of any person or entity specified in item A. or B. above (except as provided in I. below), but only while acting within the scope of their duties on behalf of such person or entity;
- D. Any current partner, director, stockholder or employed lawyer of any person or entity specified in item A. or B. above;
- E. Any current non-lawyer employee of any person or entity specified in item A. or B. above, but only while acting within the scope of their duties on behalf of any such person or entity;
- F. Any non-affiliated legal firm, including their partners, officers, directors, or employees, but solely for **Professional Services** performed within the scope of their contract with, and on behalf of, the **Named Insured**, **Predecessor in Business** or **Successor in Business**;
- G. Any legal representative, if the **Insured** becomes incompetent, insolvent, bankrupt or dies;
- H. Any lawyer acting as "of Counsel" or on a contracted basis but only while performing **Professional Services** on behalf of any person or entity specified in sections A., B., C. or D. above.
- I. Any past partner, officer, director, stockholder, or employed lawyer of any person or entity specified in Item A. or B. above who retires from the private practice of law, while employed by the **Named Insured**, but only for **Professional Services** rendered prior to the date of retirement.

III. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this insurance or the number of **Claims** made, the Company's liability is limited as follows:

- A. In the event **Claim Expenses** are included within the limit of liability as specified in Item 4.a. of the Declarations, the limit of liability stated in the Declarations as applicable to “each **Claim**” is the limit of the company's liability for all **Damages** and **Claims Expenses** because of each **Claim** covered hereby. Notwithstanding the forgoing, an additional aggregate limit of \$50,000 shall be provided solely for payment of **Claims Expenses**. All **Claims** arising from the same or related negligent act, error or omission or Personal Injury shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same limit of liability.

The limit of liability stated in the Declarations as “aggregate” is, subject to the above provision respecting “each **Claim**”, the total limit of the Company's liability under this policy for all **Damages** and **Claims Expenses**.

- B. In the event **Claim Expenses** are in addition to the limit of liability as specified in Item 4.b. of the Declarations, the limit of liability stated in the Declarations as applicable to “each **Claim**” is the limit of the Company's liability for **Damages** resulting from each **Claim** covered hereby. There shall be a separate limit of liability equal to one-half (1/2) of the limit of liability for **Damages** applicable to **Claim Expenses** for any such **Claim**. Such limit for **Claim Expenses** shall not exceed \$1,000,000 regardless of the limit of liability purchased for **Damages**. All **Claims** arising from the same or related negligent act, error or omission or Personal Injury shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same limit of liability.

In the event that the **Claim Expenses** limit of liability is exhausted, all subsequently incurred **Claim Expenses** will apply to and erode the policy's limit of liability.

The limit of liability stated in the Declarations as “aggregate” is, subject to the above provision respecting “each **Claim**”, the total limit of the Company's liability under this policy for all **Damages**. A separate “aggregate” limit of liability shall apply to all **Claims Expenses** incurred in the defense of **Claims** covered by this Policy, subject to the above provision respecting the Company's liability for **Claim Expenses** for “each **Claim**”.

- C. The Company's liability for **Damages** and/or **Claim Expenses**, as applicable, resulting from “each **Claim**” is in excess of the deductible amount stated in the Declarations. The deductible amount stated in the Declarations shall upon written demand by the Company, be paid by the **Named Insured** within 30 days of demand.
- D. The application of any Extended Reporting Period option shall not increase the limit of liability stated in the Declarations.
- E. In the event the **Insured** participated in an **Alternative Dispute Resolution** to settle a **Claim** brought by a client of the firm, the Company will waive 50% of the **Insured's** deductible obligation. The maximum amount of this waiver shall not exceed \$25,000 per **Claim**. If the **Alternative Dispute Resolution** fails to resolve the **Claim**, and the **Claim** proceeds to litigation, the deductible will apply to any **Damages** and/or **Claim Expenses** paid by the Company after the litigation has commenced.
- F. If this policy and any other policy issued by Arch Insurance Company including any extended reporting period coverage afforded by such policy or policies, provides coverage to the same **Claim** against the **Insured**, the maximum limit of liability under all the policies shall not exceed the highest remaining Each Claim limit of liability under any one policy.

IV. POLICY TERRITORY

This insurance is provided worldwide.

V. This insurance is provided worldwide. WHEN A CLAIM IS DEEMED AS FIRST MADE

A **Claim** shall be deemed as being first made at the earlier of the following times:

- A. When the Company first receives written notice from the **Insured** or its representative that a **Claim** has been made; or
- B. When the Company first receives written notice from the **Insured** or its representative of specific circumstances or a Potential **Claim** involving a particular person or entity which may result in a **Claim**.

All **Claims** arising out of the same or related negligent act, error, omission or **Personal Injury** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same limit of liability and deductible.

VI. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- A. Up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the Company's request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**, but the amount so payable for any one or series of trials, depositions, hearings or arbitration proceedings arising out of the same or related negligent act, error, omission or Personal Injury shall in no event exceed \$10,000; and
- B. Up to \$25,000 per Policy Period for each lawyer included within sub-sections A., B., C., D. and I. of **Persons Insured** for attorney fees and other costs, expenses or fees resulting from the investigation or defense of a proceeding before a state licensing board, peer review committee or governmental regulatory body incurred as the result of a notice of a proceeding first received by the **Insured** and reported to the Company during the Policy Period, arising out of any negligent act, error, omission or Personal Injury in the rendering of or failure to render **Professional Services** by an **Insured** covered under this policy.

VII. EXCLUSIONS

This insurance does not apply to **Claims**:

- A. Based on or arising out of the **Insured's** services and/or capacity as an employee, owner, partner, stockholder, director, officer or trustee of any sole proprietorship, partnership or corporation or other business enterprise which is not defined as **Named Insured**, **Predecessor in Business** or **Successor in Business** unless such **Claim** arises out of a lawyer-client relationship;
- B. Arising out of any dishonest, fraudulent, criminal or malicious act or omission, or deliberate misrepresentation (including but not limited to, actual or alleged violations of state or federal antitrust, price-fixing, restraint of trade, copyright or deceptive trade practice laws, rules or regulations) committed by, at the direction of, or with the knowledge of any **Insured**; however, we will provide a defense of such actions until such time as the act is ruled either by trial verdict, court ruling, regulatory ruling or legal admission as dishonest, fraudulent, criminal or malicious.
- C. Based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the

Employee Retirement Income Security Act of 1974 and any amendments thereof; this exclusion does not apply to the usual and customary legal services performed in connection with such capacities or laws on behalf of any person or entity not defined as an **Insured**;

- D. Arising out of the **Insured's** services and/or capacity as:
1. an officer, director, partner, trustee, or employee of:
 - (a) a charitable organization;
 - (b) a pension, welfare, profit sharing or mutual fund;
 - (c) an investment fund or investment trust;
 2. a public official, or an employee of a governmental body, subdivision, or agency; or
 3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if an **Insured** is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan;
 4. a trustee, administrator, conservator, executor, guardian, receiver or similar fiduciary capacity when any **Insured** is a beneficiary or distributee of any trust or estate serviced and the fee accruing from such work inures to the benefit of any **Insured**.
- E. For bodily injury, sickness, disease or death of any person, or injury to or destruction of any tangible property or loss of use resulting therefrom;
- F. Arising out of notarized certification or acknowledgment of a signature without the physical appearance before such notary public of the person who is or **Claims** to be the person signing said instrument;
- G. Arising out of any negligent act, error, omission or Personal Injury in the rendering of or failure to render **Professional Services** performed for any organization, corporation, company, partnership, or operation (other than the **Named Insured, Predecessor in Business** or **Successor in Business**) while any **Insured** or their spouse has more than 10% equity position in such entity;
- H. Made by an **Insured** under this policy against any other **Insured** under this policy, unless such **Claim** arises solely out of **Professional Services** performed for that party in a lawyer-client capacity;
- I. Solely as respects Personal Injury:
1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 2. libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **Insured** with the **Insured's** knowledge of the falsity thereof;
 3. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;

4. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
5. knowingly incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

VIII. DEFINITIONS

When used in this policy (including endorsements forming a part hereto):

“Alternative Dispute Resolution” means the use of arbitration or mediation.

“Claim” means a demand for money or services, or the filing of suit or institution of arbitration proceedings or

Alternative Dispute Resolution naming an **Insured** and alleging a negligent act, error, omission or **Personal Injury** resulting from the rendering of or failure to render **Professional Services**. **Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

“Claim Expenses” means:

- (a) Fees charged by an attorney(s), arbitrator(s) or mediator(s) designated by the Company and all other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, if incurred by the Company, or by the **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company, or fees and expenses of independent adjusters;
- (b) All costs taxed against the **Insured** in suits or proceedings and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited, whether in court or otherwise, but only as respects that part of the judgment which does not exceed the limit of the Company's liability thereof. Prejudgment interest if/where payable under this policy will be in addition to the Limits of Liability stated in the Declarations.
- (c) Premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. The Company shall have no obligation to pay for or furnish any bond.

“Damages” means compensatory judgments, settlements or awards but does not include punitive or exemplary **Damages**, sanctions, fines or penalties assessed directly against any **Insured**, the return of fees or other consideration paid to the **Insured**, or that portion of any award or judgment caused by the trebling or multiplication of actual **Damages** under federal or state law.

“Insured” means any person or organization qualifying as an **Insured** in the **“Persons Insured”** provision of this policy. The insurance afforded applies separately to each **Insured** against whom **Claim** is made or suit is brought, except with respect to the Company's limits of liability.

“Named Insured” means the person or organization named in Item I of the Declarations of this policy.

“Personal Injury” means: (a) false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; (b) the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or an utterance in

violation of an individual's right of privacy; or (c) injury arising out of an offense occurring in the course of the **Named Insured's** advertising activities, including but not limited to infringement of copyright, title slogan, patent trademark, trade dress, trade names, service mark or service number.

"Policy Period" means, whenever used in this policy, the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any.

"Potential Claim" means knowledge of any circumstances involving an individual person or entity that could result in a **Claim**.

"Predecessor in Business" means any legal firm which has undergone a material change as follows: (a) some or all of such firm's principals, owners, officers or partners have joined the **Named Insured**, provided such persons were responsible for producing in excess of 50% of the prior firm's annual gross billings and such billings have been assigned or transferred to the **Named Insured**; or (b) at least 50% of the principals, owners, partners or officers of the prior firm have joined the **Named Insured**; or (c) at least 50% of the prior firm's financial assets/liabilities have been assumed by the **Named Insured**.

"Professional Services" means:

- (a) services performed or advice given by the **Insured** in the **Named Insured's** practice as a law firm or legal professional;
- (b) services as a notary public, title agent, title insurance agent, arbitrator or mediator;
- (c) services as a trustee, administrator, conservator, executor, guardian, receiver or similar fiduciary capacity;
- (d) activities of the **Insured** as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee;
- (e) the publication or presentation of research papers or similar materials, but only if direct pecuniary compensation per publication or presentation is less than \$3,000;
- (f) services performed by the **Insured** in a lawyer-client relationship on behalf of one or more clients shall be deemed for the purpose of this section to be the performance of **Professional Services** for others in the **Insured's** capacity as a lawyer, although such services could be performed wholly or in part by non-lawyers.

Reasonably Foresee(n) means:

1. **Claims** or incidents reported to any prior insurer;
2. unreported **Claims** or suits of which any **Insured** had received notice prior to the effective date of the first policy with the Company;
3. incidents or circumstances that involve a particular person or entity which an **Insured** knew might result in a **Claim** or suit prior to the effective date of the first policy issued by the Company to the **Named Insured**, and which was not disclosed to the Company.

"Specific Excess" as used in this policy and in accordance with said policy's terms and limits shall cover liability and defense if and only if all other applicable insurance has been exhausted.

Specific Excess shall also apply in the event that any term or provision included in this policy offers broader coverage than any other form of insurance simultaneously held by policyholder. This interpretation shall apply to, but not be limited to, issues concerning any Extended Reporting Period, Optional Reporting Period, Automatic Extended Reporting Period, or similar periods in any prior policy or policies.

“Successor in Business” means, after material change of the **Named Insured**, any law firm in which either: (a) some or all of the principals, owners, officers and/or partners of the **Named Insured** have joined an existing, or formed a new, law firm provided such persons were responsible for producing in excess of 50% of the **Named Insured’s** annual gross billings at the time of material change and such billings have been assigned or transferred to the successor law firm; or (b) at least 50% of the principals, owners, partners or officers of the **Named Insured** have joined an existing, or formed a new law firm; or (c) at least 50% of the **Named Insured’s** financial assets/liabilities have been assumed by the successor law firm; provided this policy does not apply to **Professional Services** or **Personal Injury** if the **Successor in Business** is also an **Insured** under any similar liability or indemnity policy, or would be an **Insured** under any such policy but for exhaustion of its limits of liability. This coverage shall terminate at the earlier of policy termination or 90 days from the date of material change of the **Named Insured** unless written notice is given to the Company, together with such information as the Company may request, and the **Successor in Business** shall pay any additional premium required in the event the Company agrees to continue the policy.

IX. CONDITIONS

- A. **Premium:** All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The **Named Insured** shall maintain records of the information necessary for premium computation and shall send copies of such records to the Company at such times as the Company may direct.
- B. **Assistance and Cooperation of Insured in the Event of Claim or Suit:** Upon the **Insured** becoming aware of any negligent act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** which could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured**, or its representative to the Company together with the fullest information obtainable as soon as practicable. If **Claim** is made or suit is brought against the **Insured**, the **Insured** or its representative shall immediately forward to the Company every demand, notice, summons or other process received by the **Insured** or the **Insured’s** representative. The **Insured** shall cooperate with the Company and, upon the Company's request, assist in making statements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured’s** own cost, voluntarily make any payments, admit liability, assume any obligation or incur any expense. The **Insured** may provide for Alternate Dispute Resolution with a client under an engagement letter or any other written contract, as long as such agreement is executed in writing prior to any **Claim** being made.
- C. **Waiver of Exclusion and Breach of Conditions:**

Whenever coverage under any provision of this policy would be excluded, suspended or lost:

1. because of EXCLUSION B. relating to any judgment or final adjudication based upon or arising out of any dishonest, deliberately fraudulent, criminal, malicious or deliberately wrongful acts or omissions by any **Insured**; or

2. because of noncompliance with Section B, **CONDITIONS** relating to the giving of notice to the Company with respect to which any other **Insured** shall be in default solely because of the default or concealment of such default by one or more partners or employees responsible for the loss or damage otherwise insured hereunder,

the Company agrees that such insurance as would otherwise be afforded under this policy shall apply with respect to each and every **Insured** who did not personally commit or personally participate in committing one or more of the acts, errors, or omissions described in any such exclusion or condition; provided that if the condition be one with which such **Insured** can comply, after receiving knowledge thereof, the **Insured** entitled to the benefit of the Waiver of Exclusions and Breach of Conditions shall comply with such conditions promptly after obtaining knowledge of the failure of any other **Insured** or employee to comply therewith.

With respect to provision C.1. above, the Company's obligation to pay in the event of such waiver shall be in excess of the deductible and in the excess of the full extent of any assets in the firm of any **Insured** who is not a beneficiary to the waiver.

- D. **Assignment:** The interest of the **Named Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall thereupon terminate for such person but shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this insurance. Pro rata return premium will be computed from the date of termination.
- E. **Legal Action Against the Company:** A person or organization may bring a suit against the Company including, but not limited to, a suit to recover on an agreed settlement or on a final judgment against an **Insured**; but the Company will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the Company unless there has been full compliance with all of the terms of this policy.

- F. **Conformity to Statute:** Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this contract conflict with any law applicable to the coverage afforded hereunder, the terms of this contract shall by this statement be amended to conform to such law or laws.
- G. **Other Insurance:** if there is other valid insurance (whether primary, excess, contingent or self-insurance), against a **Claim** covered by this policy the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance. This policy is written as **Specific Excess** of coverage available under any Extended Reporting Period, Optional Extended Reporting Period and Automatic Extended Reporting Period or similar period in any prior policy or policies.

When this insurance is excess, the Company shall have no duty under this policy to defend any **Claim** or suit that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim** or suit, the Company shall be entitled to the **Insured's** rights against all such other insurers or self-insurers for any **Claim Expenses** incurred by the Company.

When both this insurance and other insurance or self-insurance apply to the **Claim** on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable

limit of liability under this policy for such **Claim** bears to the total applicable limit of liability of all valid and collectible insurance against such **Claim**. Subject to the foregoing, if a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro rata.

- H. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefore against any person, organization or entity and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after any loss to prejudice such rights.
- I. **Changes:** The terms of this policy shall not be waived or changed except by endorsement issued to form a part of this policy.
- J. **Bankruptcy or Insolvency of Insured:** Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.
- K. **Cancellation:** This insurance may be canceled by the **Named Insured** at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of the cancellation or the date of delivery of the **Insured's** notice of intent to cancel subject to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon). The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** on the Declarations Page requires that return premium be computed on a pro-rata basis, even in the event of cancellation by the **Named Insured**. This insurance may also be canceled, with or without the return or tender of the unearned premium, by the Company, or by its authorized representative on its behalf, by sending to all **Named Insureds**, by first class, registered or certified mail, at the **Named Insured(s)** address last known to the Company or its authorized agent, not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon). In the event of cancellation by the Company, minimum premium shall not apply to the return of unearned premium. In case of non-payment of premium only thirty (30) days written notice of cancellation must be given by the Company. Proof of mailing will be sufficient proof of notice.

Cancellation by the Company shall only be effective if based on one or more of the following reasons:

1. Nonpayment of premium;
2. The policy was obtained through a material misrepresentation that was relied on by the Company, and such policy would not have been issued by the Company under the same terms and conditions if correct information had been disclosed;
3. Material failure to comply with policy terms, conditions or contractual duties;
4. The risk originally accepted has measurably increased;
5. Loss by the Company of reinsurance which provided coverage for all or a substantial part of the risk insured.

- L. **Nonrenewal:** The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class registered or certified mail to the **Named Insured** at the last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

- M. **Renewal Rate Increase or Change in Policy Terms:** If the Company increases the rate, changes the deductible, reduces the limit or substantially reduces coverage at renewal, the Company will mail to the **Named Insured**, at least sixty (60) days prior to the effective date of that increase or change:

1. Written notice of any change in coverage terms;
2. The amount of our rate increase.

A rate increase is defined as any increase in premium except increase due to change in exposure (including claims-made step factors) and/or rating plans based solely on the **Insured's** developed experience.

Any notice of renewal rate increase or change in policy terms will be mailed by first class registered or certified mail to all **Named Insureds** at the last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.

- N. **Declarations and Applications:** By acceptance of this policy, the **Insured** agrees that the statements in the Declarations and application are his agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

- O. **Extended Reporting Period Option:**

1. Cancellation/Nonrenewal: In the case of:
 - (a) cancellation or nonrenewal of this policy by the **Named Insured** or the Company for any reason other than flat cancellation at policy inception for non-payment of premium; or
 - (b) advancing a retroactive or prior acts date from or previously applied by the Company

the **Named Insured** shall have the right, subject to the other terms and conditions of this policy, or an endorsement attached thereto, to have an endorsement issued extending the time during which **Claims** can be reported for an additional premium of:

- (i) 100% of the full annual premium for this policy, to a period of twelve (12) months;
- (ii) 150% of the full annual premium for this policy, to a period of twenty-four (24) months;
- (iii) 185% of the full annual premium for this policy, to a period of thirty-six (36) months; or

- (iv) 225% of the full annual premium for this policy, for an unlimited period.

following the effective date of such cancellation or nonrenewal in which to give written notice to the Company of **Claims** first made against the **Insured** during this Extended Reporting Period for any act, error, omission or **Personal Injury** arising from the rendering of or failure to render **Professional Services** occurring prior to the termination of the final **Policy Period**, subject to its terms, limitations, exclusions and conditions. This right shall terminate sixty (60) days after the effective date of such action as is indicated in subparagraphs (a) or (b) above unless written notice of such election, together with the additional premium, is received by the Company or its authorized agent from the **Named Insured** within that sixty (60) day period.

Subject to the foregoing, in the event that the **Named Insured** is a partnership or a corporation, and the policy is terminated, the premium calculation stated in i. through iv. above shall not include a charge for any individual legal professional who qualifies for a free Extended Reporting Period under section 2., 3. or 4. following, provided always that the notice is given to the Company as required and the other provisions of these sections are fully satisfied.

2. Retiree Provision: Notwithstanding **CONDITION O.1.** above, the **Named Insured** shall also have the right to have an endorsement issued extending the reporting period for this policy to an unlimited period following the effective date of such cancellation or non-renewal upon his or her retirement from the private practice of law and the payment of additional premium for this option will be waived if:

- (a) the Named Insured
 - (i) ceases the private practice of law during the **Policy Period**;
 - (ii) has been continuously insured by the Company for at least three (3) consecutive years;
 - (iii) ceases the performance of all legal services covered by this policy; and
 - (iv) is fifty-five (55) years of age or older;

then such **Insured** has the right, for no extra charge, to elect an Unlimited Non-practicing Extended Claims Reporting Period, to report Claims first made against an Insured for any actual or alleged negligent act, error or omission occurring prior to the termination of the **Policy Period** and otherwise covered by this policy. Such Unlimited Non-practicing Extended Claims Reporting Period must be elected within sixty (60) days of the **Insured's** retirement or ceasing of the private practice of law.

- (b) written notice of this election is given to the Company within sixty (60) days after termination of this policy; and
- (c) all premiums and deductibles due the Company have been paid in full.

3. Death or Disability of Insured: Notwithstanding **CONDITION O.1.** of this policy, if the **Named Insured** designated in the Declaration is an individual and shall cancel or nonrenew this policy, the **Named Insured** shall have the right, at no cost, to have an endorsement issued extending the reporting period for this policy to an unlimited period following the effective date of such cancellation or nonrenewal provided that:

- (a) such cancellation or nonrenewal results from the death or disability of the **Named Insured** during the **Policy Period**;
- (b) in the event of disability, the **Named Insured** is totally and continuously disabled from the practice of law a minimum of six (6) months prior to the election of this option;
- (c) satisfactory written evidence of death or disability is provided to the Company within one (1) year of such death or disability; and
- (d) all premiums and deductibles due the Company have been paid in full.

This right shall terminate, however, unless written notice of election is received by the Company or its authorized agent from the **Named Insured** or legal representative of **Named Insured** within sixty (60) days after the effective date of such cancellation or nonrenewal.

- 4. At the commencement of any Extended Reporting Period option, the entire premium therefore shall be deemed earned and the Company shall not be liable to return to the **Named Insured** any portion of the premium for the Extended Reporting Period. The cost of any Extended Reporting Period option is based on the rates and rules in effect at the time the policy was issued or last renewed.

The fact that the period during which a **Claim** must be first made against the **Named Insured** under this policy is extended by virtue of any Extended Reporting Period option shall not in any way increase the limit of this policy. The limit of liability under any Extended Reporting Period option shall be part of, and not in addition to, the limit of liability available under the last policy or renewal certificate issued to the **Named Insured**.

- 5. An automatic sixty (60) day **Extended Reporting Period Option**, effective at the termination of the policy period, will be provided by the Company at no additional cost unless this insurance is replaced with the same or similar insurance issued by the Company, whether or not the limits or deductibles are identical to those provided under this policy. This extended reporting period option shall only apply to **Claims** made during the policy period and reported to the Company within sixty (60) days of the policy termination. The limits available under this extension shall be part of, and not in addition to, the limits available under the expiring policy period. Coverage provided by this automatic extended reporting period shall be **Specific Excess** over any replacement policy providing the same or similar coverage. This Extended Reporting Period option shall not be available if the policy is cancelled for non-payment of premium effective at policy inception.

Any provision in the policy which conflicts with this extension is amended accordingly.

P. **Reimbursement:** While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

- 1. Within the amount of the applicable deductible; or
- 2. In excess of the applicable limit of liability

all **Insureds** shall be jointly and severally liable to the Company for such amounts. Upon written demand, the **Insured** shall repay such amounts to the Company with thirty (30) days thereof. Failure to pay any amount indicated may lead to policy cancellation.

Q. **Liberalization Clause:**

If the Company adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this policy.

STATE BAR OF CALIFORNIA
LAWYERS PROFESSIONAL LIABILITY INSURANCE PROGRAM
Claims Handling Procedures

An important value of your Lawyers Professional Liability insurance coverage is the ability of the insurance company to respond when you have a claim. The State Bar of California Lawyers Professional Liability policy not only provides an exact description of what is covered and what is not covered, it also sets out your obligations as an Insured and, where appropriate, the obligations of others involved with you.

The Arch Insurance Company is committed to providing insureds and clients with responsive claim service. You, as a policyholder, trigger this service when you report a claim quickly and accurately.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers arising out of your services as a lawyer, please follow the procedures outlined below:

Notices of each incident, claim or suit must be sent immediately to:

ARCH INSURANCE COMPANY
Attorney's Professional Liability Claims
1299 Farnam Street, Suite 500
Omaha, NE 68102
P.O. Box 542033
Omaha, NE 68154
Phone 877 688- ARCH (2724)
FAX 866 266-3630
Email Claims@Archinsurance.com

Your claim notice should include the following:

- Your name, address and phone number;
- A copy of your Policy Declarations – this will include important information regarding your coverage;
- The date or period of duration (start date/finish date) of the professional service in question and the date you first became aware of the problem or potential problem;
- A brief description of the problem;
- Copies of any letters of demand and any legal papers (i.e.: summons and complaints, notices of arbitration, etc.) which you have received.
- It is advisable to send a photocopy of your cover letter to your insurance agent.

Do not discuss the claim with any adverse party or their representative. Do not admit any liability or pay any portion of alleged **Damages**. Do not attempt to handle the matter yourself. ***Any one of these actions may void your insurance coverage.*** (If you waive your fee, or any part of it, in conjunction with a dissatisfied customer ***and do not admit any liability***, the terms of your coverage may not be compromised. Send us a notice of any such incident immediately.)

You will be contacted by a representative of Arch Insurance Company's Claim Department. This representative, who specializes in the handling and adjusting of lawyers professional liability / errors and omissions claims, will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary and discuss further handling of the matter with you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NETWORK SECURITY AND PRIVACY LIABILITY EXTENSION ENDORSEMENT

This Endorsement modifies insurance provided under the **Lawyers Professional Liability Insurance Policy**.

It is agreed that in consideration of a premium of \$0;

1. The Insuring Agreements designated with an X below will be added to the policy:

Insuring Agreements	Sub-Limit of Liability	Deductible	Prior Acts Exclusion Date
<input checked="" type="checkbox"/> C. Data Incident Response Expense	\$25k each Network Security Breach or Privacy Violation	\$10,000 each Network Security Breach or Privacy Violation	Per Policy
<input type="checkbox"/> D. Network Security and Privacy Liability Coverage	\$ each Claim	\$ each Claim	

2. The language for the Insuring Agreement[s] designated with an X above is set forth below and is added to Section **I. COVERAGE**:

C. DATA INCIDENT RESPONSE EXPENSE

The **Company** will pay **Data Incident Response Expense**, in excess of the deductible, incurred by the **Insured**, directly resulting from a **Network Security Breach** or **Privacy Violation**:

- a. occurring on or after the **Prior Acts Exclusion Date**;
- b. discovered during the **Policy Period**; and
- c. reported to the **Company** immediately pursuant to the terms of Section 8 of this Endorsement..

D. NETWORK SECURITY AND PRIVACY LIABILITY

The **Company** will pay on behalf of an **Insured** all amounts, in excess of the deductible, that an **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses**, because of a **Claim** that is:

- a. first made against an **Insured** during the **Policy Period** or Extended Claims Reporting Period, if applicable;
- b. for a **Network Security Breach** or **Privacy Violation** occurring on or after the **Prior Acts Exclusion Date** and prior to the end of the **Policy Period**; and reported to the **Company** immediately pursuant to the terms of Section 8 of this endorsement.

3. Solely with respect to the coverage provided under Insuring Agreement C. of this Endorsement, the following policy provisions of the Lawyers Professional Liability Insurance Policy are deleted and will not apply:

- A. The paragraph of **Section I. COVERAGE** that begins, “The Company shall have the right and duty to defend any suit against the Insured seeking **Damages**”.
 - B. Paragraph O. **EXTENDED REPORTING PERIOD OPTION**
4. Solely with respect to the coverage provided under this Endorsement, Paragraphs **A., B. and C. of Section III. LIMIT OF LIABILITY** of the Lawyers Professional Liability Insurance Policy are amended as follows:

- A. In the event **Claim Expenses** and **Data Incident Response Expenses** are included within the limit of liability as specified in Item 4.a. of the Declarations, the limit of liability stated in the Declarations as applicable to “each **Claim**” is the limit of the company's liability for all **Damages, Claims Expenses** and **Data Incident Response Expenses** because of each **Claim** covered hereby. Notwithstanding the forgoing, an additional aggregate limit of \$50,000 shall be provided solely for payment of **Claims Expenses** and **Data Incident Response Expenses**. All **Claims** arising from the same or related negligent act, error or omission **Personal Injury** or **Network Security Breach** or **Privacy Violation** shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same limit of liability.

The limit of liability stated in the Declarations as “aggregate” is, subject to the above provision respecting “each **Claim**”, the total limit of the Company's liability under this policy for all **Damages, Claims Expenses** and **Data Incident Response Expenses**.

- B. In the event **Claim Expenses** and **Data Incident Response Expenses** are in addition to the limit of liability as specified in Item 4.b. of the Declarations, the limit of liability stated in the Declarations as applicable to “each **Claim**” is the limit of the Company's liability for **Damages** resulting from each Claim covered hereby. There shall be a separate limit of liability equal to one-half (1/2) of the limit of liability for Damages applicable to **Claim Expenses** and **Data Incident Response Expenses** for any such **Claim**. Such limit for **Claim Expenses** and **Data Incident Response Expenses** shall not exceed \$1,000,000 regardless of the limit of liability purchased for **Damages**. All **Claims** arising from the same or related negligent act, error or omission **Personal Injury** or **Network Security Breach** or **Privacy Violation** shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same limit of liability.

In the event that the **Claim Expenses** and **Data Incident Response Expenses** limit of liability is exhausted, all subsequently incurred **Claim Expenses** and **Incident Response Expenses** will apply to and erode the policy's limit of liability.

The limit of liability stated in the Declarations as “aggregate” is, subject to the above provision respecting “each **Claim**”, the total limit of the Company's liability under this policy for all **Damages**. A separate “aggregate” limit of liability shall apply to all **Claims Expenses** and **Data Incident Response Expenses** incurred in the defense of **Claims** covered by this Policy, subject to the above provision respecting the **Company's** liability for **Claim Expenses** and **Data Incident Response Expenses** for “each **Claim**”.

- C. The **Company's** liability for **Damages** and/or **Claim Expenses** and **Data Incident Response Expenses**, as applicable, resulting from “each **Claim**” is in excess of the deductible amount stated in the Declarations. The deductible amount stated in the Declarations shall upon written demand by the **Company**, be paid by the **Named Insured** within 30 days of demand.

- 1. As a condition precedent to the **Company's** liability under this Endorsement, the applicable deductible specified in Paragraph 1 of this Endorsement will be paid by the

Insured, be applicable to each **Network Security Breach** or **Privacy Violation** under Insuring Agreement C, or each **Claim** under Insuring Agreement D.

2. The deductible specified in Paragraph 1 of this Endorsement will apply to all **Data Incident Response Expense** under Insuring Agreement C, and all **Damages** and **Claim Expenses** under Insuring Agreement D.
 3. In the event more than one Insuring Agreement is triggered by a **Network Security Breach, Privacy Violation** or **Claim**, only the single highest deductible specified in Paragraph 1 of this Endorsement will apply.
 4. The total deductible for all **Claims, Network Security Breaches, Privacy Violations**, or series of **Claims, Network Security Breaches, or Privacy Violations** that have a common nexus of facts, circumstances, situations, events, transactions, causes or series of causally connected facts, circumstances, situations, events, transactions or causes, will not exceed the single highest deductible specified in Paragraph 1 of this Endorsement.
 5. The deductible will be applied first to **Claim Expenses** and **Data Incident Response Expense** with any remainder applied to **Damages**. The **Named Insured** will pay the deductible within thirty (30) days of demand by the **Company**.
5. Solely with respect to the coverage provided under this Endorsement, the following is added to **Section III. LIMIT OF LIABILITY** of the Lawyers Professional Liability Insurance Policy:
- G. The **Company's** Sub-Limit of Liability for **Data Incident Response Expense** each **Network Security Breach** or **Privacy Violation**, is specified in Paragraph 1.C. of this Endorsement. The **Company** will not be obligated to pay any **Data Incident Response Expense** after the Sub-Limit of Liability specified in Paragraph 1.C. of this Endorsement has been exhausted by payment of **Data Incident Response Expense**. Such Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability Each **Claim** specified in Item 4.A. of the Declarations, regardless of whether a **Claim** has been made. The **Company** does not assume any duty to defend under this Insuring Agreement.
 - H. The **Company's** Sub-Limit of Liability for **Damages** and **Claim Expenses** each **Network Security Breach** or **Privacy Violation Claim** is specified in Paragraph 1.D. of this Endorsement, if purchased. Such Sub-Limit of Liability will be part of, and not in addition to, the Limit of Liability Each **Claim** specified in Item 4.a. of the Declarations.
 - I. With regard to Insuring Agreement D, if the Sub-Limit of Liability specified in Paragraph 1.D. of this Endorsement is exhausted prior to settlement or judgment of any pending **Claim**, the **Company's** obligations under this policy will be cancelled and the **Company** will have the right to withdraw from the further investigation or defense of any pending **Claim** by tendering control of such investigation or defense to the **Named Insured**, and the **Named Insured** agrees, as a condition to the issuance of this policy, to accept such tender.
 - J. With regard to Insuring Agreement D., the inclusion of more than one **Insured** in any **Claim**, or the making of **Claims** by more than one person or entity will not increase the **Company's** Sub-Limit of Liability Each **Claim**, Aggregate Sub-Limit of Liability Per **Policy Period** or the deductible. Two or more **Claims** arising out of a single **Network Security Breach** or **Privacy Violation** will be treated as a single **Claim**. All such **Claims**, whenever made, will be considered first made during the **Policy Period** in which the earliest **Claim** was first reported.

6. Solely with respect to the coverage provided under this Endorsement, Paragraph F of **Section III. LIMIT OF LIABILITY** of the Lawyers Professional Liability Insurance Policy is deleted and replaced by the following:

F. If this policy and any other policy issued by the **Company** including any extended claims reporting period coverage afforded by such policy or policies, provides coverage to the same **Network Security Breach** or **Privacy Violation** or **Claim**, the maximum limit of liability under all the policies will not exceed the highest remaining limit of liability under any one policy.

7. Section **VII. EXCLUSIONS** of the Lawyers Professional Liability Insurance Policy will apply to all coverage provided under this Endorsement and solely with respect to the coverage provided under this Endorsement, the following Exclusion is added:

J. This policy will not pay any **Data Incident Response Expense** or **Claim** based upon or arising out of, in whole or in part:

1. any demand, suit or proceeding pending or order, decree or judgment made or initiated against the **Insured** on or prior to the inception date of this policy or any **Network Security Breach** or **Privacy Violation** specified in such prior demand, suit or proceeding which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
2. any fact, circumstance or situation that, before the inception date of this policy, that was the subject of any notice given under any policy of which this policy is a renewal or replacement;
3. any actual or alleged unauthorized or illegal collection or intentional sharing of **Personal Information**, including but not limited to the collection of **Personal Information** using cookies, spyware, or other **malicious code**, or the failure to provide adequate notice that **Personal Information** is being collected or shared;
4. any bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;
5. any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan; however this exclusion will not apply to a **Network Security Breach**;
6. any actual or alleged unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including without limitation, **Claims** arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" Internet advertising or fax-blasting, direct mailing or telemarketing, or **Claims** involving actual or alleged violations of any foreign, federal, state or local statute, regulation or ordinance that addresses, limits or prohibits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; however this exclusion will not apply to a **Network Security Breach**;
7. any actual or alleged discrimination, harassment, wrongful termination, unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, improper payroll deductions, improper employee

classification, failure to maintain accurate time records, failure to grant meal and rest periods, or social security benefits, or any other employment practices wrongful act.;

8. any actual or alleged discrimination, humiliation or harassment in any form or manner, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sex, sexual orientation or preference, pregnancy, marital status, retaliation, or any other protected class under any federal, state, local or other law;
9. any actual or alleged price fixing, restraint of trade, monopolization, unfair trade practices or any violation of the Federal Trade Commission Act or consumer protection laws, Sherman Anti-Trust Act, the Clayton Act, or any similar law regulating anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
10. any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lockout, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, however, this exclusion will not apply to **Cyberterrorism**;
11. any **Insured's** service at any time as a director, officer, trustee, regent, governor, independent contractor or equivalent executive, or as an employee, of any entity other than an **Insured** even if such service is with the knowledge and consent, or at the request, of an **Insured**;
12. any inaccurate, inadequate or incomplete description of the price of goods, products or services, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance;

8. Solely with respect to the coverage provided under this Endorsement, Paragraph 3 of Section **VIII. DEFINITIONS** of the Lawyers Professional Liability Insurance Policy is deleted and replaced by the following:

"Claim" means any:

1. written demand or notice for civil monetary damages or other civil non monetary relief commenced by the **Insured's** receipt of such demand or notice;
2. civil proceeding, including but not limited to any arbitration proceeding or other alternative dispute resolution (ADR) proceeding, commenced by the service upon the **Insured** of a complaint, demand for arbitration, or similar pleading;
3. written request to an **Insured** to toll or waive the statute of limitations regarding a potential **Claim** as described in 1. and 2. above commenced by the **Insured's** receipt of such request;
4. a **Regulatory Action**.

9. Solely with respect to the coverage provided under this Endorsement, the following definitions are **added** to SECTION VIII. DEFINITIONS of the Lawyers Professional Liability Insurance Policy:

"Computer System" means any computer hardware, electronic mobile device, software or firmware, and components thereof including data stored thereon, that is owned or leased by a **Named Insured**, and is under the direct operational control of the **Named Insured** or any mobile

device owned and under the direct operational control of an employee of a **Named Insured** if such mobile device is used for the benefit of the **Named Insured**.

Computer System also includes cloud computing and other hosted resources operated by a third party for the purpose of providing hosted computer resources to the **Named Insured** as provided in a written contract between the **Named Insured** and such third party.

“Cyberterrorism” means the premeditated use of disruptive activities against any **Computer System** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Cyberterrorism** does not include any such activities which are part of or in support of any military action, war or warlike operation.

“Data Incident Response Expense” means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Company’s** prior written consent, for:

1. legal services by an attorney selected by the **Company** regarding any **Network Security Breach** or **Privacy Violation**;
2. computer forensic investigatory services by a third party information security professional selected by the **Company** to determine the cause of the **Network Security Breach** and identities of those who may have been victims of any **Privacy Violation**;
3. notifying individuals who may have been victims of any **Privacy Violation**;
4. public relations firm, crisis management firm or law firm services to mitigate reputational damage resulting from any **Network Security Breach** or **Privacy Violation**;
5. credit monitoring services and identity theft education;
6. costs for identity theft call center services; and
7. costs to restore or recreate electronic data;

Data Incident Response Expense will exclude any: (i) compensation or overhead of any **Insured**; (ii) payments made as compensation for any injury or damages resulting from any **Network Security Breach** or **Privacy Violation**; or (iii) costs associated with replacing, repairing or improving any network, computer hardware or software.

“Denial of Service Attack” means a malicious attack intended by the perpetrator to overwhelm the capacity of the **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.

“Network Security Breach” means any:

1. unauthorized access to, or unauthorized use of, a **Computer System**;
2. transmission of **Malicious Code** into or from a **Computer System**; or
3. **Denial of Service Attack**.

“Malicious Code” means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a **Computer System**.

“Personal Information” means any:

1. information for which an individual may be uniquely and reliably identified or contacted including without limitation the individual's:
 - a. name;
 - b. address;
 - c. telephone number;
 - d. social security number;
 - e. drivers license number or any other state identification number;
 - f. medical or healthcare data, including protected health information; or
 - g. account numbers.
2. non-public personal information as defined in any **Privacy Law**.

“Privacy Law” means those parts of the following statutes or regulations regulating the use and protection of non-public personal information (as defined in such statutes or regulation):

1. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
2. Gramm-Leach Bliley Act of 1999 (GLBA);
3. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including but not limited to Section 5(a) of the Federal Trade Commission Act, 15. U.S.C § 45 (a), as amended;
4. security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including but not limited to the California Security Breach Notification Act of 2003 (CA SB1386); or
5. other state, federal or foreign privacy laws for non-public personal information, or a privacy policy limiting the sale, disclosure or sharing of non-public personal information or providing individuals with the right to access or correct non-public personal information.

“Privacy Violation” means any:

1. failure to protect **Private Information** while in the care, custody or control of an **Insured**;
2. violation of a **Privacy Law** by an **Insured**; or

3. violation of an **Insured's** privacy policy with respect to provisions prohibiting any **Insured** from disclosing **Private Information**.

"Private Information" means any of the following information that exists in any format and that is in the care, custody and control of any **Insured**, or in the care, custody and control of a third party on any **Insured's** behalf:

1. **Personal Information**; or
2. confidential or proprietary business information that is not available to the general public.

"Regulatory Action" means a civil administrative or regulatory proceeding commenced by service of a complaint or pleading, civil investigative demand or civil request for information brought or made by a governmental agency or authority that alleges a **Privacy Violation**. A **Regulatory Action** will not mean or include any criminal demands, requests or proceedings.

10. Solely with respect to the coverage provided under Insuring Agreement C, Paragraphs B. and C. of Section **IX. CONDITIONS** of the Lawyers Professional Liability Insurance Policy are deleted and replaced by the following:

A. Notice to the Company

Notices of each **Network Security Breach** or **Privacy Violation** must be sent immediately to:

ARCH INSURANCE COMPANY
Attorney's Professional Liability Claims
1299 Farnam Street, Suite 500
Omaha, NE 68102
P.O. Box 542033
Omaha, NE 68154
Phone 877 688-ARCH (2724)
FAX 866 266-3630
Email Claims@Archinsurance.com

Your notice of **Network Security Breach** or **Privacy Violation** should include the following:

- Your name, address and phone number;
- A copy of your Policy Declarations – this will include important information regarding your coverage;
- The date or period of duration of the **Network Security Breach** or **Privacy Violation** and the date you first became aware of the problem or potential problem;
- A brief description of the problem; and
- Copies of any relevant documents.
- It is advisable to send a copy of your notice of **Network Security Breach** or **Privacy Violation** to your insurance agent.

B. ASSISTANCE AND COOPERATION OF THE INSURED

All **Insureds** will cooperate with the **Company**, including providing all information requested by the **Company** regarding any **Network Security Breach** or **Privacy Violation**, and cooperating fully with the **Company**. Upon the **Company's** request, all **Insureds** will submit to examination by a representative of the **Company**, under oath if required. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, admit liability, assume any obligation or incur any expense.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: 11LPL20149501

Named Insured: Kreisberg Law Firm

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2022

Endorsement #

PRIOR ACTS EXCLUSION ENDORSEMENT



ARCH
Insurance Group
A Division of the Arch Capital Group

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
11LPL20149501	1/1/2022	1/1/2023	1/1/2022		

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.

Named Insured and Mailing Address:

Kreisberg Law Firm
Suite 350
1900 S. Norfolk Street
San Mateo, CA 94403

Producer:

Mercer Health & Benefits Insurance Services LLC
PO Box 310386
Des Moines, IA 50331-0386

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, this policy specifically excludes loss resulting from **Claims** made against any **Insured** arising from any negligent act, error, omission, or **Personal Injury** occurring or alleged to have occurred prior to

01/01/2021

This endorsement forms part of this policy and any subsequent renewals thereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Date Issued: 11/24/2021

Authorized Representative: 

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CONTINUING EDUCATION VOUCHER

Policy Number 11LPL20149501 Effective Date 1/1/2022

Named Insured Kreisberg Law Firm

Insured Attorney Edward L Kreisberg

IMPORTANT

Insured Attorney's State Bar Membership Number _____

(YOU MUST FILL THIS IN BEFORE SUBMITTING TO THE STATE BAR)

I certify that I am the active member of The State Bar of California named above, that I have provided my correct State Bar membership number above, and that I am currently an insured under the Lawyers Professional Liability Insurance Policy issued by Arch Insurance Company described above. I hereby request that The State Bar provide me with the Minimum Continuing Legal Education benefits currently provided to members who have professional liability insurance with Arch Insurance Company through the State Bar sponsored program administered by Mercer.

Date: _____ Signature _____ E Mail Address _____

INSTRUCTIONS FOR REDEEMING THIS VOUCHER

1. Review the information at the top of this form to be sure it is correct. **BE SURE TO ACCURATELY AND LEGIBLY FILL IN YOUR STATE BAR NUMBER.** If you find any errors, please contact the administrator, Mercer, at (800) 339-9122 for assistance.
2. Date and sign the voucher in the spaces provided above, and make a copy for your records.
3. Send the completed and signed voucher to The California Lawyers Association (CLA), by:
 - 1) By Email: cle@calawyers.org or
 - 2) By mail or private courier service:
The California Lawyers Association
Attention: CLE Vouchers
400 Capitol Mall, Suite 650
Sacramento, CA 95814
4. You will receive your CLE access credentials directly from CLA. Please allow 10 days for delivery.
5. Information about MCLE rules and your compliance obligations is available on The State Bar website at www.calbar.ca.gov.

November 29, 2021

Kreisberg Law Firm
Suite 350
1900 S. Norfolk Street
San Mateo, CA 94403

Policy Number: 11LPL20149501
Policy Description: Lawyers Professional Liability
Insurance Company: Arch Insurance Company
Effective Date: 01/01/2022
Expiration Date: 01/01/2023

Dear Mr. Kreisberg:

Attached is the above referenced professional liability policy through Arch Insurance Company. Please take a minute to review the policy, which includes the policy form and all applicable endorsements.

Please remember that the application and the statements contained therein become a part of the policy so we advise that a copy of the submission be kept with the attached documents. Should you wish to obtain a copy of the application, please contact our office and we will forward it to you upon request.

If you become aware of a claim or circumstance that could lead to the possibility of a claim, please report in writing to:

ARCH INSURANCE COMPANY
Attorney's Professional Liability Claims
1299 Farnam Street, Suite 500
Omaha, NE 68102

P. O. Box 542033
Omaha, NE 68154

Phone: 877-688-ARCH (2724)
Fax: 866-266-3630
Email: Claims@Archinsurance.com

Please contact us if you need any assistance with the handling of the claim.

The policy provides automatic coverage for acts on behalf of the firm for employees joining the firm during the policy period. We do request, however, that our office be notified of any additions of attorneys midterm by completing a NEW LAWYER Supplement. The Supplement will also assist you in applying for prior acts coverage and/or outside covered activities if needed for the new lawyer.

Page Two

Please refer to Section VIII DEFINITIONS ***Successor in Business***.

We want to be notified if there are any substantial changes in the Named Insured, including dissolution and other substantial changes in ownership within 90 days of the change.

Please be assured that you can continue to reach us at the same address and telephone numbers and please watch for our new website coming soon to: www.proliability.com/attorney ...*a lifetime of insurance and financial solutions*... That is our commitment to you – no matter what, we ask you to call us.

Thank you for your continued support. Please feel free to contact us if you have further questions or concerns regarding the coverage at 800-343-0132.

Sincerely,

Adam J Bilbrey
Mercer Health & Benefits Insurance Services LLC

Enclosures: Declarations Page; Lawyers' Professional Liability Insurance Policy; Endorsements

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- ◆ ethically and effectively communicate a potential error to a client
- ◆ terminate a client relationship
- ◆ respond to a demand for a client file
- ◆ represent a client with diminished capacity

Additional program benefits also include access to:

- ◆ on-demand ethics CLE programs
- ◆ a robust and growing e-library of risk management resources, forms, checklists, rules, guides and articles

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"This is a wonderful program. When you get a problem, you panic and you don't know who to ask. You don't want to talk to the insurance company, and most other lawyers don't know the answers. This is a smart program!"
*45-year Bankruptcy Lawyer
(New York)*

"Thorough analysis"
*Board Certified Civil Trial Lawyer
(Florida)*

"I've had my own practice for four years, and never had a problem. This was entirely new to me, and I just got nervous. I really appreciate being able to call and get advice about how to handle difficult issues and clients."
*Sole Practitioner, Trusts & Estates
(New York)*


"Great benefit of my legal malpractice insurance"
*Sole Practitioner
(Indiana)*



To Create a Subscriber Profile on lawyeringlaw.com:

- ◆ Navigate to lawyeringlaw.com
- ◆ Click the “Create New Profile” button (You will need your policy number to create a new profile)
- ◆ Complete the form and click the “Submit” button
- ◆ You will receive an email confirming your registration

To Request a Risk Management Consultation:

- ◆ Log in to lawyeringlaw.com
 - ◆ Click on the “Subscription Content” tab at the top of the page
 - ◆ Click on the red “Request a Risk Management Consultation” button on the top right of the page
- 
- ◆ Read the Risk Management Consultation Program and Engagement Agreement, click “Agree & Proceed” at the bottom
 - ◆ Complete the Risk Management Consultation Agreement form, click the “Submit” button (please refrain from providing any specific or confidential information before we can check for conflicts)
 - ◆ Once you submit your Agreement, the conflicts-check process will begin
 - ◆ Expect a call from a Hinshaw attorney within 24 hours of submitting your Agreement

To Access the Ethics CLEs:

- ◆ Log in to lawyeringlaw.com
- ◆ Click on the “Subscription Content” tab at the top of the page
- ◆ Click on the red “Ethics CLEs” button on the top right of the page, which will direct you to LexisNexis® University



Ethics CLEs

- ◆ Once on the LexisNexis® University page, create a Lexis account if you don’t already have one
- ◆ Filter the content provider to “Hinshaw” to access the Lawyering Law CLEs

Questions?

For assistance please contact:

- ◆ Linda Mulvaney-Schmit
lmulvaney@hinshawlaw.com
414-225-4842
- ◆ Edith Victorino
evictorino@hinshawlaw.com
415-393-0128



Risk Management Hotline



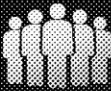
As part of your policy benefits, and at no additional cost to you, Arch makes available 3 hours of risk management advice from the Lawyers for the Profession® practice group at Hinshaw & Culbertson LLP. Hinshaw's experienced lawyers will help you navigate thorny ethical issues and mitigate the risk of expensive malpractice claims with practical and effective advice and recommendations.

◆ FREE POLICY BENEFIT ◆

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Arch Insurance Company Value Added Benefits

Your Arch Insurance Company Lawyers' Professional Liability Policy will include the following Value Added Benefits:

1. **Optional Cyber Liability Insurance Coverage** provided by Arch's Network Security and Privacy Liability Extension Endorsement.
2. **Up to free 25 hours of On-Line Minimum Continuing Legal Education Per Compliance Period.** When you purchase your policy it will include a voucher for each Attorney of your firm that can be used to receive your gift card from the California Lawyers Association (CLA). You may select from the CLA's on-line library of 650 hours of quality courses – a retail value of \$1,125. (Note: Prices in the catalog vary and require selecting different price points to achieve 25 hours)
3. **A one-time free section membership in the California Lawyers Association** – valued at \$110.
4. **Network Security Endorsement** – if your computer data is compromised so that it exposes protected information the policy will provide up to \$25,000 in expense reimbursement for the cost of mitigation and remediation.
5. **Free access to Fastcase** - a free benefit offered for all actively insured with Arch Insurance. Contact: support@fastcase.com with proof of insurance to get started today. Policy holders will need to supply Fastcase proof of insurance annually to continue utilizing the benefit. – valued at \$995.
6. **A Loss Prevention Hotline** – linking attorneys to expert counsel that can help prevent professional liability claims.
7. **Lawyers Professional Liability Risk Management Website** – online tools and information that help enhance a firm's risk management and mitigation efforts.
8. **Superior Claims Support** – Arch insured's benefit from an exceptionally high level of claims and litigation management support. When a claim occurs Arch's experienced lawyer claims staff provide immediate contact to minimize the disruption to your practice.

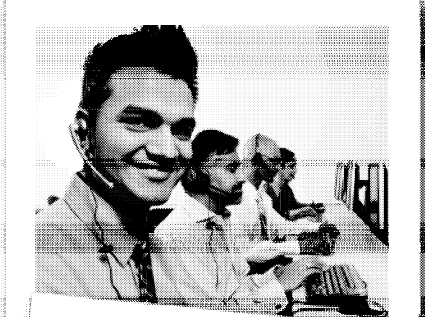
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Savings

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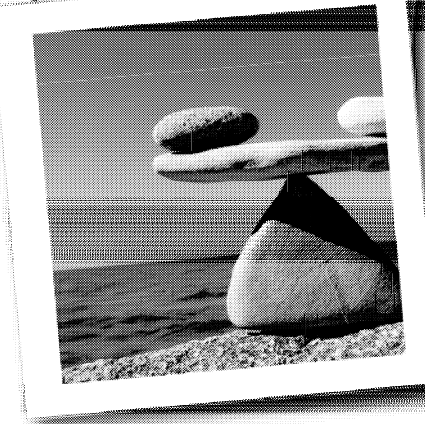
Service

Mercer's team of insurance advisors is knowledgeable about the needs of attorneys and is available to walk you through the application process. B&B's claims examiners are experts in helping members with an employee injury or illness claim. Plus B&B's payment plans help you manage your premiums in the way that works best for you and your practice's cash-flow needs.



Safety

In addition to mandatory CalOSHA information on workplace safety, B&B has a strong fraud prevention policy and knows what it takes to do business successfully in California.



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B&B Programs prides itself on its stability, which includes maintaining some of the best and most consistent pricing available for CalBar members. And, while they closely monitor claim costs, they make sure injured employees are receiving quality care.

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RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND RATIFYING THE SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND KREISBERG LAW FIRM LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LABOR LAW TO EXTEND THE TERM OF THE AGREEMENT FROM JANUARY 1, 2022 – DECEMBER 31, 2022

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

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

WHEREAS, on June 15, 2021, the City Council approved the first amendment to the agreement, which increased the compensation amount not to exceed the amount of \$150,000 and extended the term of the agreement to include two, one-year extensions available through December 2023, allowing Kreisberg Law Firm to continue to represent the City during negotiations, including any necessary special studies, and on a retainer basis after negotiations are completed; and

WHEREAS, the second amendment exercises the first of the two, one-year extensions available through December 2022 and authorizes the City Manager to sign future amendments to the agreement under the current terms; and

WHEREAS, City staff recommends City Council approve and ratify the second amendment to an agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law.

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

Section 1: Approves and ratifies the second amendment to the agreement between the City of National City and Kreisberg Law Firm LLP for legal services in the specialized area of labor law to extend the term of the Agreement from January 1, 2022 – December 31, 2022.

Section 2: Authorizes the City Manager to execute future amendments to the agreement under the current terms.

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

PASSED and ADOPTED this 1st day of February, 2022.

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 Madison Blaylock et al. v. 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: 2/1/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California approving the settlement in the litigation titled "Madison Blaylock v. the City of National City."

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

DEPARTMENT: City Attorney

PHONE: Ext. 4222

APPROVED BY: *Charles E. Bell, Jr.*

EXPLANATION:

On June 2, 2021, Plaintiff Madison Blaylock filed a lawsuit against the City of National City for negligence. San Diego Superior Court Case No.: 37-2021-00024099-CU-PA-CTL ("Litigation").

In Closed Session on January 18, 2022, City Council authorized a \$54,000 settlement.

FINANCIAL STATEMENT:

APPROVED: *Mollyson* Finance

ACCOUNT NO.

APPROVED: _____ MIS

Liability Cost Fund No. 627-405-081-432-0000

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution approving the settlement in the litigation titled "Madison Blaylock v. the City of National City."

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SETTLEMENT AGREEMENT BETWEEN MADISON BLAYLOCK AND THE CITY OF NATIONAL CITY

WHEREAS, on June 2, 2021, Plaintiff Madison Blaylock (“Plaintiff”) filed a lawsuit against the City of National City (“City”) regarding personal injuries arising from a motor vehicle accident.

WHEREAS, Plaintiff brought the suit in the Superior Court of California, San Diego County; and

WHEREAS, the suit is titled Madison Blaylock v. City of National City, San Diego County Superior Court Case No.: 37-2021-00024099-CU-PA-CTL (“Litigation”); and

WHEREAS, in Closed Session on January 18, 2022, the City Council, by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation for \$54,000.00 and according to such other terms more fully outlined in the Settlement Agreement; and

WHEREAS, on January 21, 2022, Plaintiffs executed a Settlement Agreement agreeing to resolve the Litigation.

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

Section 1: Approves the Settlement Agreement and authorizes the Administrative Services Director to pay the sum of fifty four thousand (\$54,000.00) from the Liability Cost Fund No. 627-405-081-032-0000, in settlement of each and every claim for damages, interest, costs, and fees of any type against City of National City, its agents and employees, arising from the Litigation filed by Plaintiff.

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 1st day of February, 2022.

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 Mario Toledo Bedolla et al. v. 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: 2/1/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California approving the settlement in the litigation titled, Mario Toledo Bedolla v. the City of National City.

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

DEPARTMENT: City Attorney

PHONE: Ext. 4222

APPROVED BY: *Charles E. Bell, Jr.*

EXPLANATION:

On October 16, 2019, Plaintiff Mario Toledo Bedolla filed a lawsuit against the City of National City for a slip and fall incident that occurred at a City facility. San Diego Superior Court Case No.: 37-2019-00054733-CU-PO-CTL ("Litigation").

In Closed Session on January 18, 2022, City Council authorized a \$51,900 settlement.

FINANCIAL STATEMENT:

APPROVED: *Molly Brown* Finance

ACCOUNT NO.

Liability Cost Fund No. 627-405-081-432-0000

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution approving the settlement in the litigation titled, Mario Toledo Bedolla v. the City of National City.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE SETTLEMENT AGREEMENT IN THE LITIGATION TITLED MARIO TOLEDO BEDOLLA AND THE CITY OF NATIONAL CITY

WHEREAS, on October 16, 2019, Plaintiffs Mario Bedolla (“Plaintiff”) filed a lawsuit against the City of National City (“City”) regarding a personal injury claim arising from an alleged dangerous condition on public property; and

WHEREAS, Plaintiff brought the suit in the Superior Court of California, San Diego County; and

WHEREAS, the suit is titled Mario Bedolla v. City of National City, San Diego County Superior Court Case No.: 37-2019-00054733-CU-PO-CTL (“Litigation”); and

WHEREAS, in Closed Session on January 18, 2022, the City Council, by the following votes: Yeas, 5; Nays, 0; Absent, 0; authorized settlement on the Litigation for \$51,900.00 and 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: Approves the Settlement Agreement and authorizes the Administrative Services Director to pay the sum of fifty one thousand nine hundred (\$51,900.00) from the Liability Cost Fund No. 627-405-081-032-0000, in settlement of each and every claim for damages, interest, costs, and fees of any type against City of National City, its agents and employees, arising from the Litigation filed by Plaintiffs.

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

PASSED and ADOPTED this 1st day of February, 2022.

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 – Circus Vargas event sponsored by Circus Vargas from February 4, 2022 to February 14, 2022 at the Westfield Plaza Bonita Mall 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: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 4, 2022 to February 14, 2022 at the Westfield Plaza Bonita Mall 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 Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from February 4, 2022 to February 14, 2022. Set up for this event will commence at 9:00 a.m. February 2, 2022 on the west side parking lot of Plaza Bonita Mall. The show times will vary on dates from 12:30 p.m., 1 p.m., 4:00 p.m., 7:00 p.m., and 7:30 p.m. Each show lasts approximately 1 ½ hours.

This is a completely self-contained event in a traditional big top circus with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

This event will end with its last show on February 14th at 6:30 pm and will begin breakdown after the show. This event was approved by Council in 2019 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP and \$791.00 for the Fire Department.
Total fees: \$1,063.00

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.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and 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 Circus Vargas

Event Location (list all sites being requested) Plaza Bonita Mall, 3030 Bonita rd. National City

Event Times

Set-Up Starts
Date 02/02/2022 Time 9 am Day of Week wednesday

Event Starts
Date 02/04/2022 Time 7:30 pm Day of Week friday

Event Ends
Date 02/14/2022 Time 6:30 pm Day of Week Monday

Breakdown Ends
Date 02/15/2022 Time 3pm Day of Week tuesday

Applicant Information

Applicant (Your name) Katya Arata-Quiroga Sponsoring Organization _____

Event Coordinator (if different from applicant) Tabares Entertainment Inc.

Mailing Address 7545 Irvine Center drive suite 200 Irvine Ca 92618

Day Phone 702-466-4873 After Hours Phone 702-466-4873 Cell 702-466-4873 Fax _____

Public Information Phone 8774683861 E-mail kqtabares@circusvargas.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 01/12/2021

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):

Circus Performances with concessions.

No rides or games of chance

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 40,000 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Circus Vargas is a family event with circus performances, presenting a new show it had scheduled and

Estimated Attendance

Anticipated # of Participants: n/a Anticipated # of Spectators: 500 per performance

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Circus Vargas is
self contained with it's own security personel, also 4 staff members have crowd control certificates

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an 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: _____

Circus Vargas is in the parking lot of Plaza Bonita where there is plenty of illumination, Circus Vargas als

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 _____

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:

All entrances and paths of egress are ADA compatible, as well as the concession stands and seating a
Parking spaces near the tent are also ADA compatible

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

Requesting City Stage; if yes, which size? Dimensions (13x28) Dimensions (20x28)

Applicant providing own stage ► _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

1 # of tents size 11,000 squ.

No canopies/tents being set up

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 #⁴ _____ ▶ Business License #(s) _____

Vendors selling merchandise #² _____ ▶ Business License #(s) _____

Food/beverages to be handled by organization; no outside vendors

Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

Inflatable bouncer house # _____ Rock climbing wall Height _____

Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$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 # _____ Dimensions _____

Yes, having inflatable signage # _____ (complete Inflatable Signage Request form)

Yes, we will have banners # 4 banners

What will signs/banners say? Circus Vargas, see it now

How will signs/banners be anchored or mounted? zip ties and on vehicle

Location of banners/signage on Mall property

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: 10

▶ Total number of ADA accessible portable toilets: 2

Contracting with portable toilet vendor. ▶ United Site services

▶ Load-In Day & Time 02/03/2022 ▶ Load-out Day & Time 02/15/2022
Company Phone

Portable toilets to be serviced. ▶ Time 9 am daily

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) 2

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) ¹ _____

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:

Circus Vargas had their event planned and paid for in March of 2020, then Covid caused a lock c

we now ask to return, and request an expedited city council hearing or a waiver if possible. thanl

**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>Circus Vargas</u>	
Event Address: <u>3030 Bonita rd</u>	Expected # of Attendees: <u>500</u>
Event Host/Coordinator: <u>Katya Arata-Quiroga</u>	Phone Number: <u>702-466-4873</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>12</u>	<input checked="" type="checkbox"/>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>6</u>	<input checked="" type="checkbox"/>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>		
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>		
Are spill cleanup kits readily available at designated spots?	<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: Tabares Entertainment Inc.

Person in Charge of Activity: Katya Arata-Qulroga

Address: 7545 Irvine Center drive suite 200 Irvine CA 92618

Telephone: 702-466-4873 Date(s) of Use: 02/02/2022

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: 

Official Title: EVP, Owner Date: 01/03/2022

For Office Use Only

Certificate of Insurance Approved _____ Date _____



**Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**



Location	Requested Dates	Event Management Contacts Information
Ronnie Warmuth ronnie.warmuth@urw.com 3030 Plaza Bonita Road, Suite #2075, National City, CA 91950 / USA	Jan 31 st to Feb 14 th , 2022 4 Set Up Days 10 Performing Days	Nelson Quiroga (Owner) 702-513-9767 Nqtabares@Circusvargas.com Katya Quiroga (Owner) 702-466-4873 kqtabares@circusvargas.com

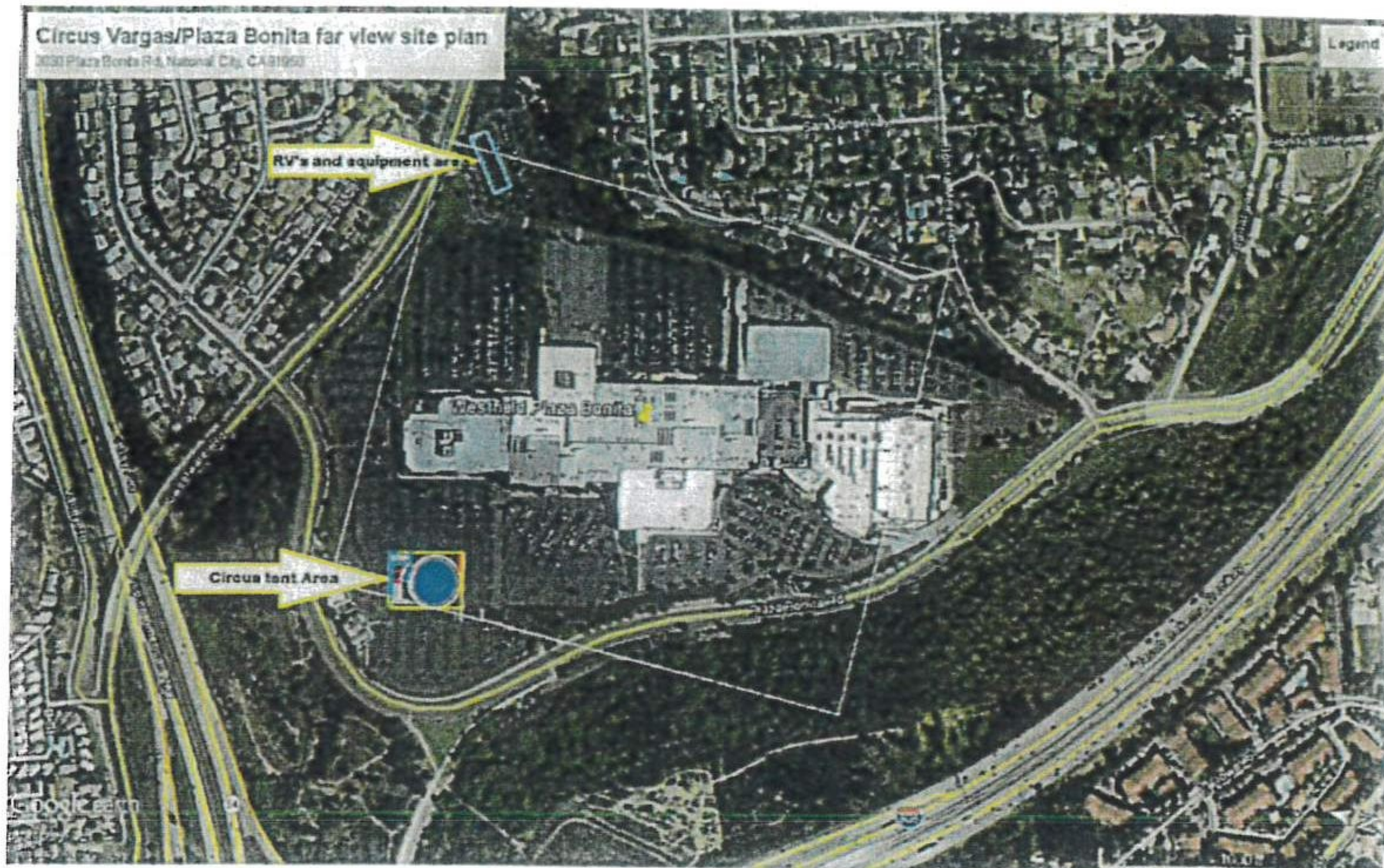
Showtime

Day	Date	Schedule Notation	Showtimes
Monday	Jan 31 st	Will enter property at 1:00 a.m.	No Performance
Tuesday	Feb 1 st	Setup Day	No Performance
Wednesday	Feb 2 nd	Setup Day	No Performance
Thursday	Feb 3 rd	Setup Day	No Performance
Friday	Feb 4 th	Opening Night	7:30 p.m.
Saturday	Feb 5 th		1:00-4:00 & 7:30 p.m.
Sunday	Feb 6 th		12:30-3:30 & 6:30 p.m.
Monday	Feb 7 th		7:00 p.m.
Tuesday	Feb 8 th		No Performance
Wednesday	Feb 9 th		7:00 p.m.
Thursday	Feb 10 th		7:00 p.m.
Friday	Feb 11 th		7:30 p.m.
Saturday	Feb 12 th		1:00-4:00 & 7:30 p.m.
Sunday	Feb 13 th		12:30-3:30 & 6:30 p.m.
Monday	Feb 14 th	Teardown of the circus will begin after the show.	6:30 p.m.
Tuesday	Feb 15 th	<ul style="list-style-type: none"> - Circus will vacate property before 4:00 p.m. - Cleanup crew will finish cleaning the lot around 3:00 p.m. - All rented equipment, e.g., restrooms, fencing and dumpster, will be picked up before 3:00 p.m. 	No Performance

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
 Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
 Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Natabares@Circusvargas.com
Katya Quiroga - Phone: 702-466-4873 E-Mail: katabares@circusvargas.com



Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

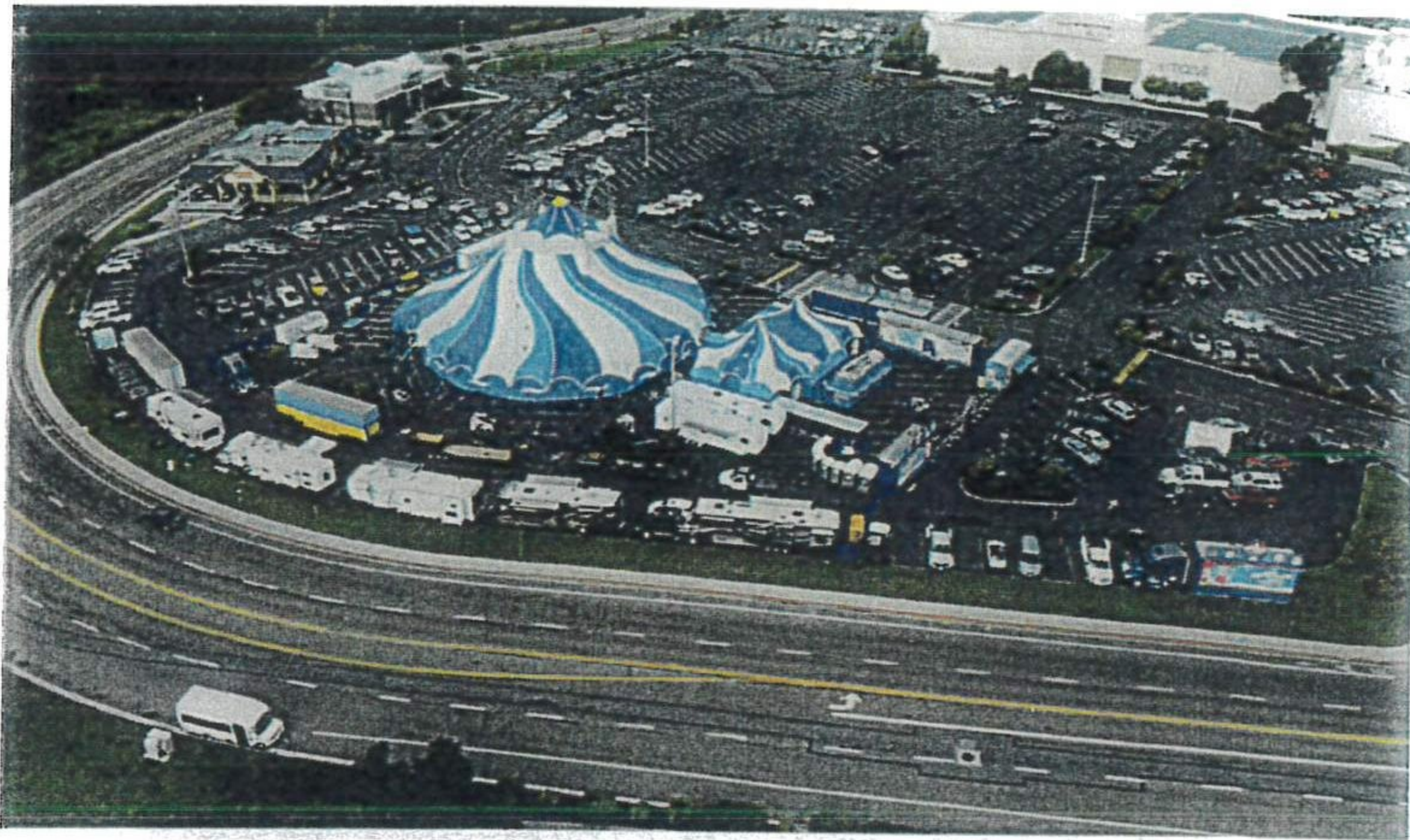
2022 Detail Site Plan



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Actual aerial photo of 2020 event set up

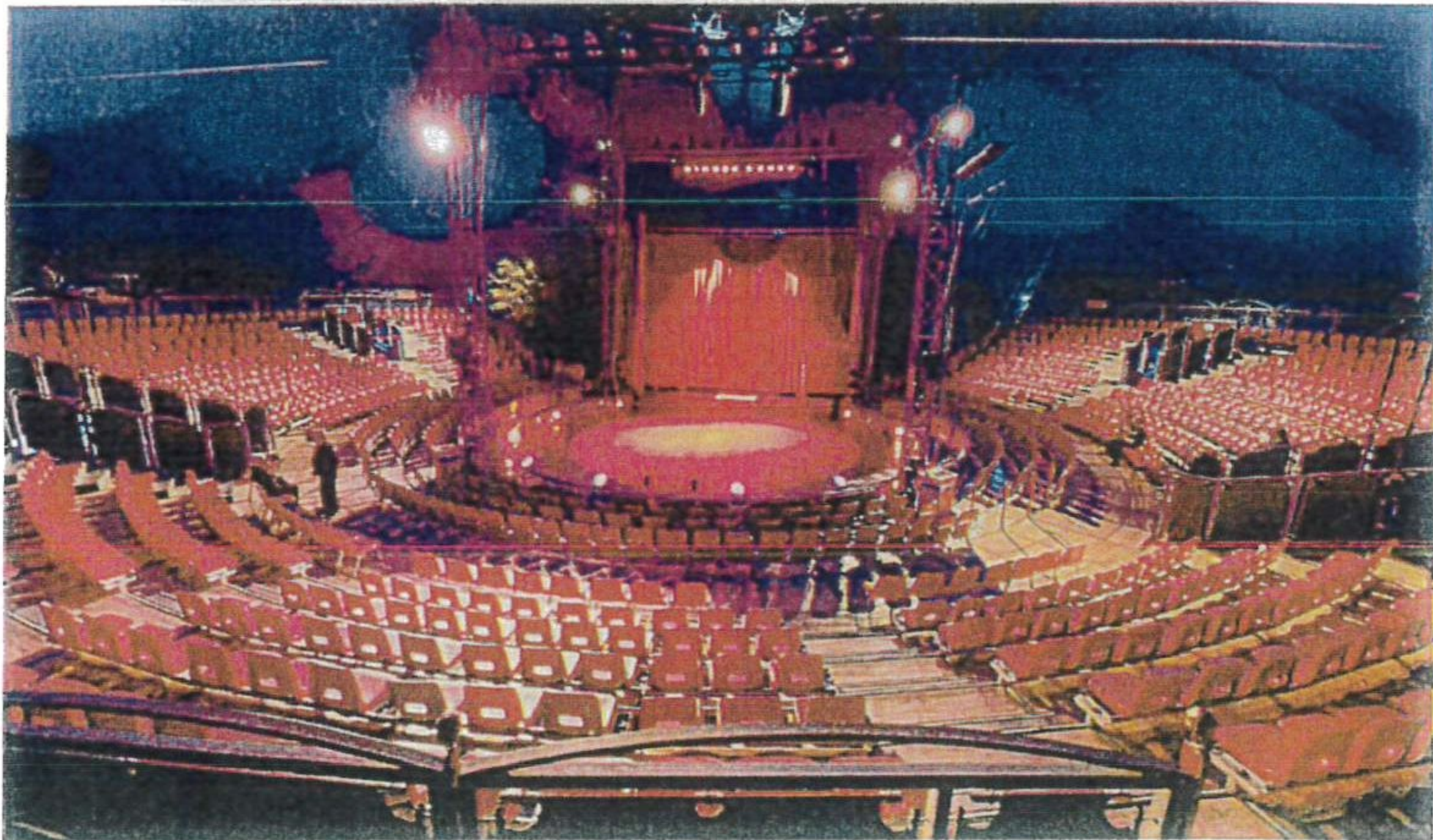


Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
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Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



**Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

Circus Vargas Big Top



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



**Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Show Information**

LENGTH OF SHOW: Approximately one hour and forty-five minutes

EXPECTED ATTENDANCE: 300–500 per show

AVERAGE VEHICLE CAPACITY PER SHOW: 125 vehicles (based on 500 people)

SEATING CAPACITY OF TENT: 998

- **NO GAME OF CHANCE**
- **NO MECHANICAL RIDES**
- **NO PERFORMING ANIMALS**
- **NO PYRO OR OPEN FLAME USED DURING THE SHOW**
- **NO ALCOHOL SOLD OR SERVED**
- **NO OUTSIDE CONTRACTED VENDORS**

Circus management provides in-house security guards. Management carries radios and cell phones in case of a 911 emergency.

Circus Vargas is completely self-contained. The show has a two-generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turned on, but all emergency lighting will remain running via the battery backup system.

A source of water is usually provided to the circus by the venue on which the circus conducts business; if not, the circus will rent a water meter from the city.

Circus Vargas rents restrooms from local sanitation companies.

Circus Vargas crew will perform daily cleanups to keep the circus area clean of any trash.

Circus Vargas rents a dumpster for all trash produced by the circus activities.

Circus Vargas is a family show and attracts primarily families; in-house security is normally sufficient to provide appropriate crowd control. The security personnel use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: katabares@circusvargas.com



Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Circus Vargas Covid-19 Response

Circus Vargas takes the safety of its patrons as well as its performers very seriously. It is in the best interest of our production to ensure the safety of everyone who enters the Big Top.

Circus Vargas will adhere to all public capacities set forth by Covid-19 regulations.

- Use of face coverings is mandatory throughout the circus grounds, unless actively eating and/or drinking at a designated area.
- Performers actively performing in the ring will be fully vaccinated and keep a minimum distance of 6ft from all patrons seeing the show.
- There will be a minimum of one hour between events to allow ample time for disinfecting seating area and omit the crossing of attendees from previous performances.
- Assigned seating of at least 6 feet between people from different households for those patrons who do not provide proof of vaccination. All patron with proof of vaccination will be in a different seating area.
- Seating will be modified on our ticketing system to allow for social distancing.
- Information regarding Circus Vargas Covid-19 protocol for attendees will placed on our website and our ticketing system stating Requirements set forth by Local and State CDC Guidelines.
- Capacity levels will be controlled not only through our ticketing system, but we also have staff at the entrance with a clicker.
- Circus Vargas will have visual aids to direct the public as to path of flow, hand wash stations and have hand sanitizer readily available throughout.
- All personnel are required to wear face masks when the public is present and during working hours when social distancing is not possible.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



**Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

- All personnel traveling with the show are encouraged to be fully vaccinated. For individuals who are not fully vaccinated will be required to test every 7days.
- Hand wash stations are available for public use in the midway area.
- Hand Sanitizer is readily available for public use throughout the Big Top.
- Added ventilation inside the Big Top, public areas and in the seating areas.
- Area for food consumption with social distancing will be provided and proper signage in place.

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Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Circus Vargas: Cleanup & Recycling Plan

Circus Vargas does not hire or contract with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is trained on current proper sanitary and cleanup procedures. There is a staff of twenty-five people, and while some staff members are working throughout the day, all of them are present from one hour before the first show of the day until after the last show [as applicable] is over and cleanup is completed.

Since the nature of a circus limits the areas in which the public can access, the majority of the cleanup will be in a limited area. Plus, there are a very limited number of food items sold.

Staff continuously cleans up the entrance area throughout the time the show is open to the public, so trash does not remain on the ground. Trash is cleaned up inside the tent after each performance; and once each day, trash will be picked up in the parking area, which is expected to be minimal, since most people consume items early in the show and are unlikely to bring trash back to their cars.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent, where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since sodas and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products, into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

I hope that I have provided you with all the information needed to approve this plan. If you have any questions, please call me at 702-513-9767 and I will be happy to assist you.

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Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. As the only thing to see is the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show, there is nothing else to see, so they exit to their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served, and there are no games of chance or mechanical rides. While a carnival attracts ages 12 to 22, Circus Vargas primarily attracts children of elementary school ages or younger, along with their parents and grandparents.

Circus Vargas has its own security team comprising eight uniformed (unarmed) security Personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low-key approach to security maintains the atmosphere of family fun.

All security personnel will be scheduled one hour before each performance and will stay thirty minutes after the performance. Security personnel will be stationed both inside and outside the tent as well as next to the ticket booth.

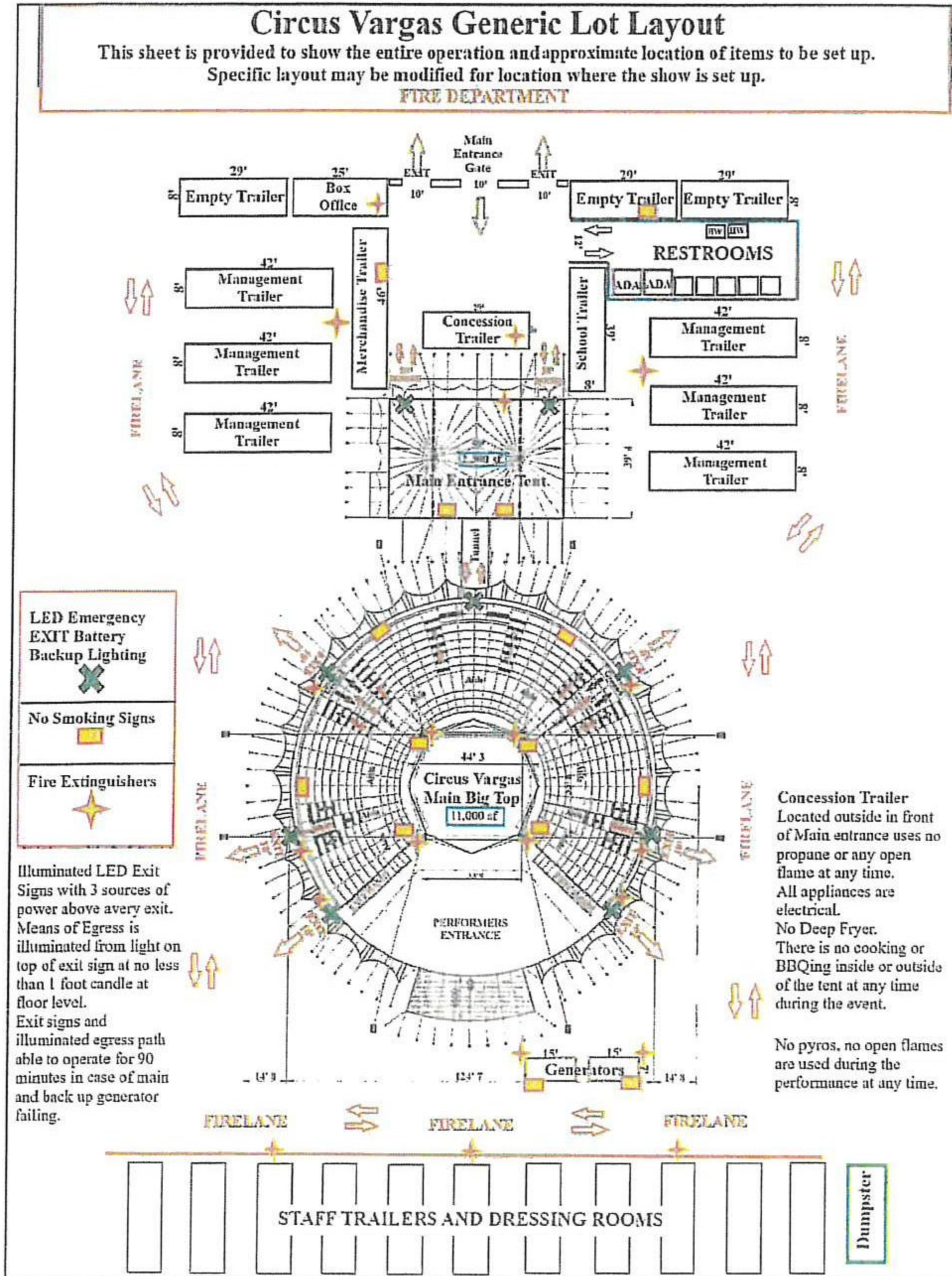
Security personnel have access to walkie-talkies for communications between themselves, in addition to cell phones that can be used to call additional personnel as well as local police or firefighters if it becomes necessary.

In addition to the security officers, a closed-circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to keep a digital record of events.

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Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

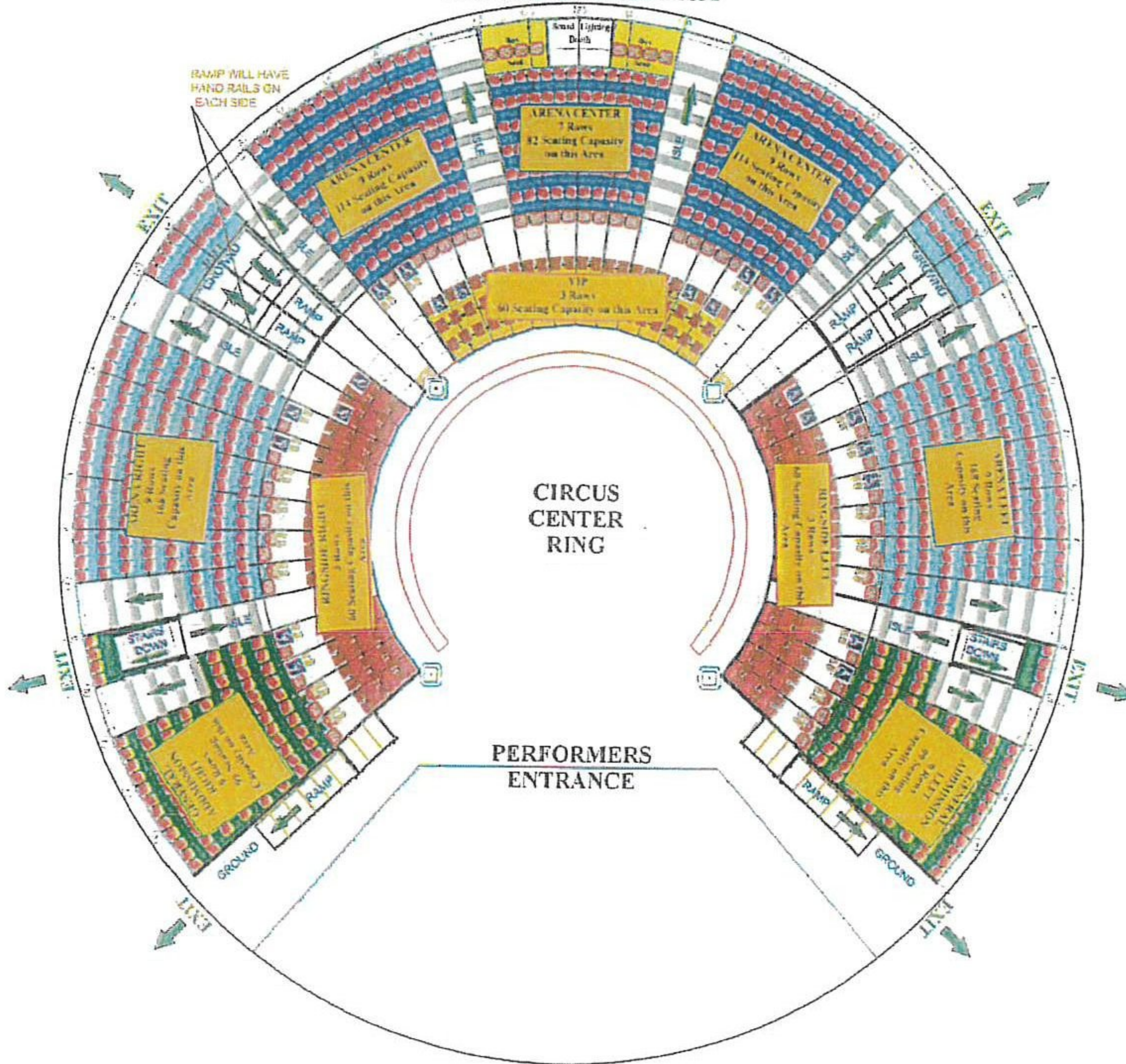


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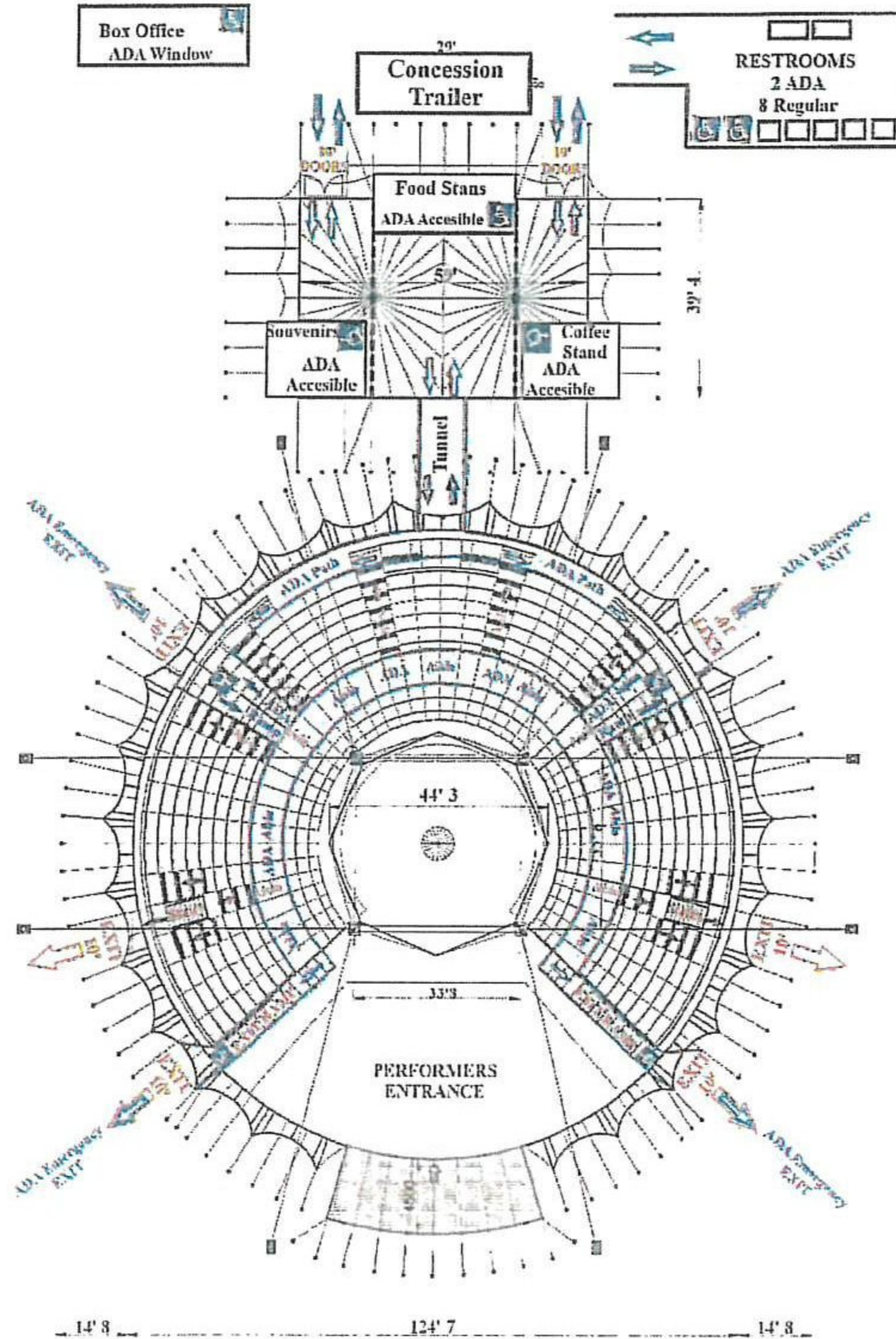
CIRCUS VARGAS
SEATING CHART AND EGRESS PLAN
SEATING CAPACITY 1032



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**Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita**

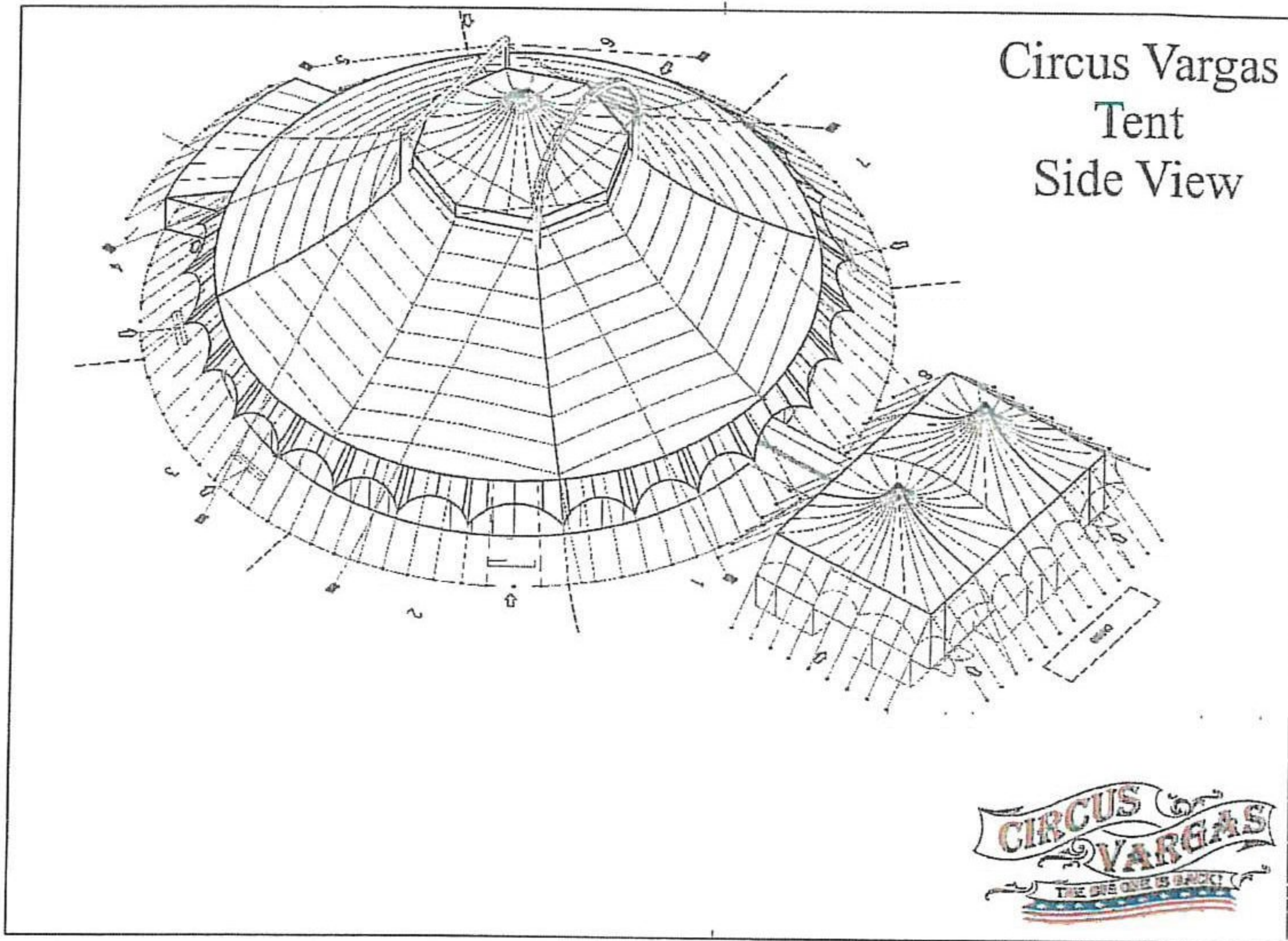


Circus Vargas ADA ACCESSIBILITY Layout and path
 Blue lines and Blue arrows are path for ADA Wheel Chairs
 Every seating Section has ADA avilibility with a total of 20 available ADA
 seating and 40 additional seats for ADA Companions.
 Total Maximun Seating Capacity 1032

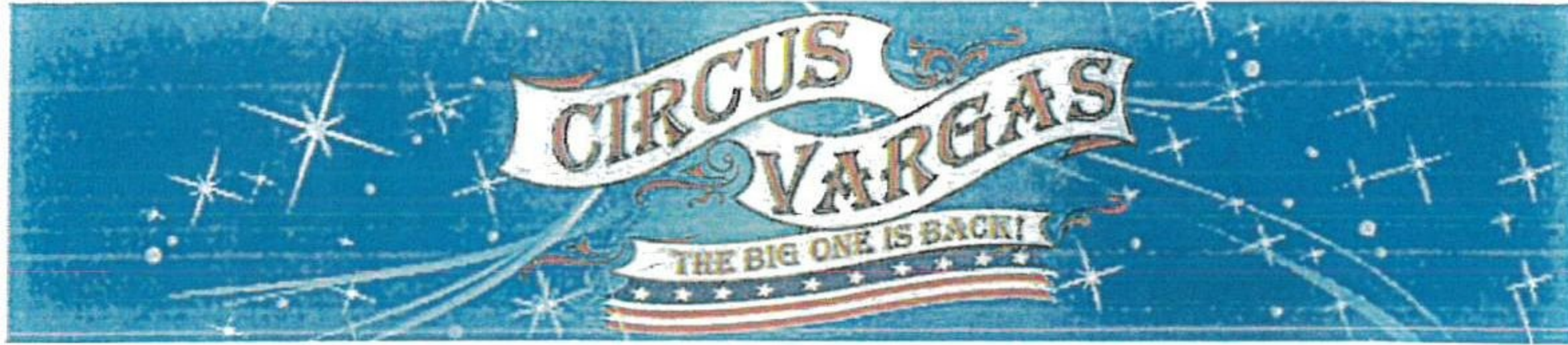
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Circus Vargas 2022 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:
PRECONSTRAINT 702, 392

Registration No.
F-44402

Product Marketed By:
SERGE FERRARI
1460 SW 6TH COURTH
POMPANO BEACH, FL 33069

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.


Deputy State Fire Marshal

Expire: 7/31/2022

FR-8

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**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Circus Vargas
EVENT: Circus Vargas
DATE OF EVENT: February 4, 2022 thru February 14, 2022

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 comments

POLICE DEPARTMENT
 No comments.

ENGINEERING
 No comments received

COMMUNITY SERVICES
 No comments received

FINANCE
 Tabares Entertainment will need a business license.

COMMUNITY DEVELOPMENT

Planning

No comments

Building

Must comply with 2019 California Building, Electrical, Mechanical, Plumbing and Fire Codes.

Must have passing inspection from Building and Fire prior to opening.

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

No comments received

FIRE (619) 336-4550

A FEE OF \$600.00 WILL BE REQUIRED.

A FEE OF \$191.00 WILL BE REQUIRED IF AN AFTER HOURS INSPECTION IS REQUESTED

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the Circus Vargas to be maintained at all times.
- 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 13 feet 6 inches

- 3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and either self illuminating or electrical with a 90 minute back-up power.
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 – 200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices
- 9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 10) Fire extinguishers 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. **All fire extinguisher to have a current State Fire Marshal Tag attached.**

- 11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, Standard for Emergency and Standby Power Systems. Please contact the National City Building Department (Rick Beaver) for necessary requirements and or permits.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.

Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$191.00) dollars. Fee is to be paid to the Fire Department Administration offices under separate permit. **Fee is to be paid prior to event.**
- 13) No smoking signs to be posted.
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 15) 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: [Temporary Use Permit — Request from Homestead Steaks, LLC to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from February 4, 2022 thru February 20, 2022 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: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit — Request from Homestead Steaks, LLC to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from February 4, 2022 thru February 20, 2022 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 Homestead Steaks to conduct the Homestead Steaks Sale at 1536 Sweetwater Road from February 4, 2022 thru February 20, 2022. Daily hours of operation will be from 10 a.m. to 6 p.m.

Applicant will set-up a 20x20 tent in the parking lot. This outdoor tent will provide the community with prepacked frozen USDA steak, chicken, and seafood for sale.

There is no cooking, sampling, or serving of any kind.

Note: This event was approved by Council in 2021 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 Fire Department.

Total Fees are \$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 in accordance with City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- Fair/Festival Parade/March Walk or Run Concert/Performance
 TUP Sporting Event Other (specify) _____

Event Name & Location

Event Title Homestead Steaks, LLC
Event Location (list all sites being requested) Sweetwater crossings parking lot

Event Times

Set-Up Starts 2/3/22 Time TBD Day of Week Thurs
Date _____ Time _____ Day of Week _____
Event Starts 2/4/22 Time 10 am Day of Week Friday
Date _____ Time _____ Day of Week _____
Event Ends 2/20/22 Time 10pm Day of Week Sunday
Date _____ Time _____ Day of Week _____
Breakdown Ends 2/21/22 Time TBD Day of Week Monday
Date _____ Time _____ Day of Week _____

Applicant Information

Applicant (Your name) Moppie Gattin Sponsoring Organization _____
Event Coordinator (if different from applicant) Valerie Ok Maegen
Mailing Address 1715 S. Madison Ave Ste H Webb City Mo 64870
Day Phone _____ After Hours Phone _____ Cell (417) 237-3675 fax _____
Public Information Phone _____ E-mail valroh@gmail.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 12/9/21

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.

\$ 1500 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:

We will have a temporary lease with Sweetwater crossings to have a sale in there parking lot. we will have a 20x20 tent & a 26ft. necker truck. We sell prepackaged frozen USA food.

Estimated Attendance

Anticipated # of Participants: TBP Anticipated # of Spectators: N/A

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes No

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

Other (explain) _____

Requesting to post "no parking" notices? Yes No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Mail Security if needed

Have you hired Professional Security to handle security arrangements for this event?

Yes No If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes No If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. **First aid** station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company _____

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:

*Make parking lot - everything is ground level -
If needed, our salesman can come to their vehicle
if they prefer to not get out*

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?

1 # of canopies size 400 sq. ft. (20x20)

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

30 # of tables No tables being set up

0 # of chairs No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

Sporting Equipment (explain) _____

Other (explain) _____

Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes No

PA System for announcements CD player or DJ music

Live Music ▶ Small 4-5 piece live band ▶ Large 6+ piece live band

Other (explain) live remotes

If using live music or a DJ. ▶ Contractor Name local radio station

▶ _____
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

Reefers truck is ran on fuel like camper air conditioner

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 # 09048916

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 # _____

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 # _____ Dimensions _____

Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # 3

What will signs/banners say? 20 Ribeyes \$40

How will signs/banners be anchored or mounted? they are attached over sidewalks

Location of banners/signage side walls of tent

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 mall restrooms

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ 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) 1

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) 1

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:	Homestead Steaks at Sweetwater Crossings		
Event Address:	1536 Sweetwater Rd	Expected # of Attendees:	700
Event Host/Coordinator:	Valerie	Phone Number:	(417) 237-3015

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: _____ <i>man trash bins</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: Homestead Steaks

Person in Charge of Activity: Valerie

Address: 1715 S. Madison Ave Ste H Webb City MO 64870

Telephone: (417) 237-3075 Date(s) of Use: 2/4/22 - 2/20/22

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: [Signature]

Official Title: OWNER Date: 12/9/21

For Office Use Only

Certificate of Insurance Approved _____ Date _____

**Merlone Geier
Management**

4365 Executive Drive
Suite 1400
San Diego, CA 92121

Tel: 866 / 259 / 9909
Fax: 858 / 259 / 8886

City of National City
1243 National City Blvd.
National City, CA 91950

**Re: Temporary Use Permit
Sweetwater Crossings, National City, CA 91950
MGP Unit No. 735-V500**

To Whom It May Concern:

This letter serves as confirmation that MGP XI US Properties, LLC has a license agreement with Homestead Steaks to be located in the parking lot of the above referenced location for the sale of frozen USDA beef and chicken and no other purposes. MGP XI US Properties, LLC is the Licensor/Landlord and Owner of the Sweetwater Crossings shopping center located at 1536-1730 Sweetwater Road in your municipality.

This letter authorizes Homestead Steaks, LLC, a Missouri limited liability company and its agents, to act as my agent in obtaining the required and necessary permits, licenses and approvals, which may be required for their operation.

Should you have any questions or concerns, please feel free to contact me at (760) 534-2588 or via email at eabrille@merlonegeier.com.

Sincerely,

MERLONE GEIER MANAGEMENT, LLC
as agent for MGP XI US PROPERTIES, LLC



Erika Abrille
Property Manager

Enclosure

EXHIBIT A
SITE PLAN

This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant or Licensee in the shopping center. All buildings, improvements, their occupants and their uses as shown on this plan are subject to modification at MGP's discretion.

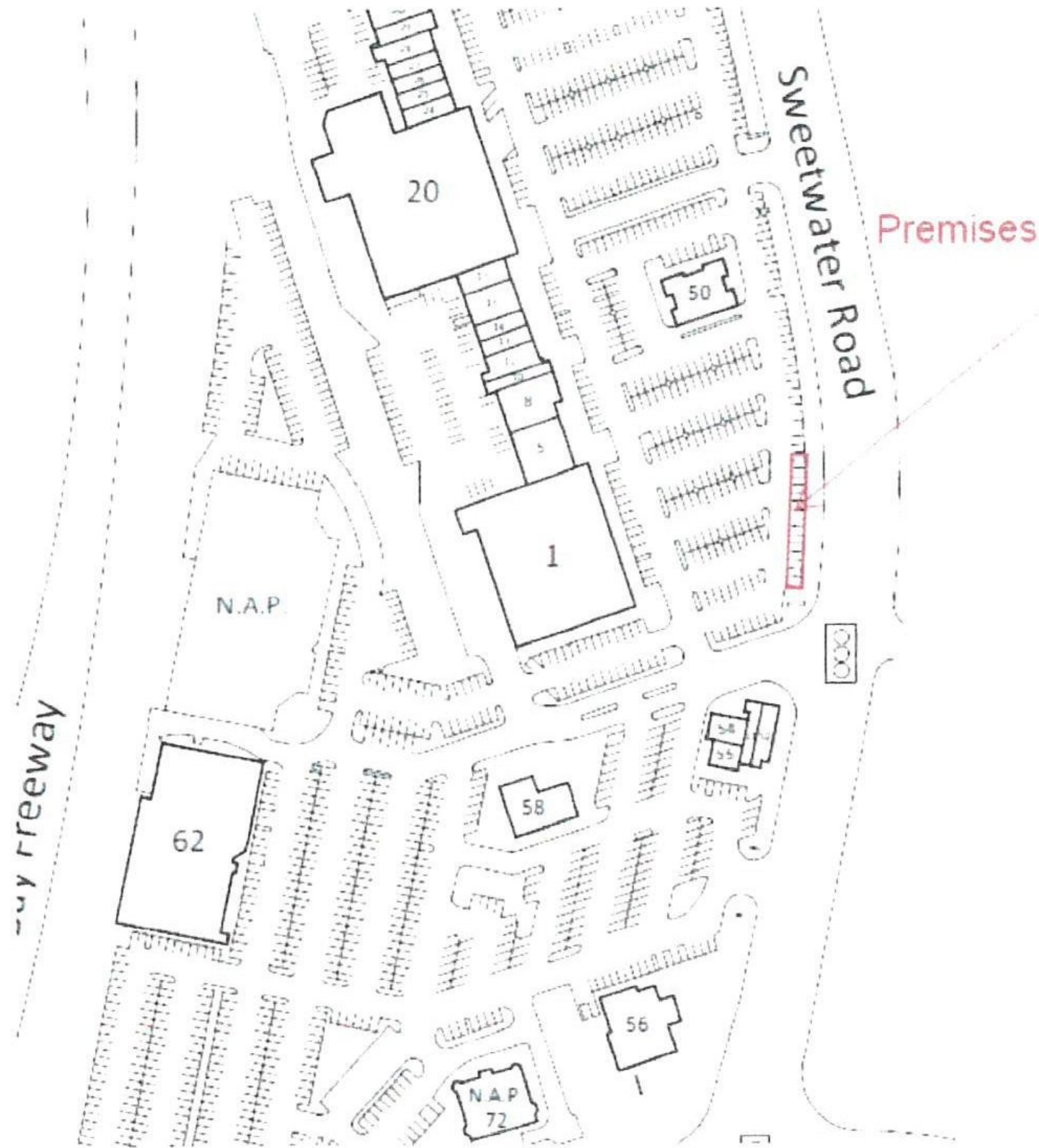
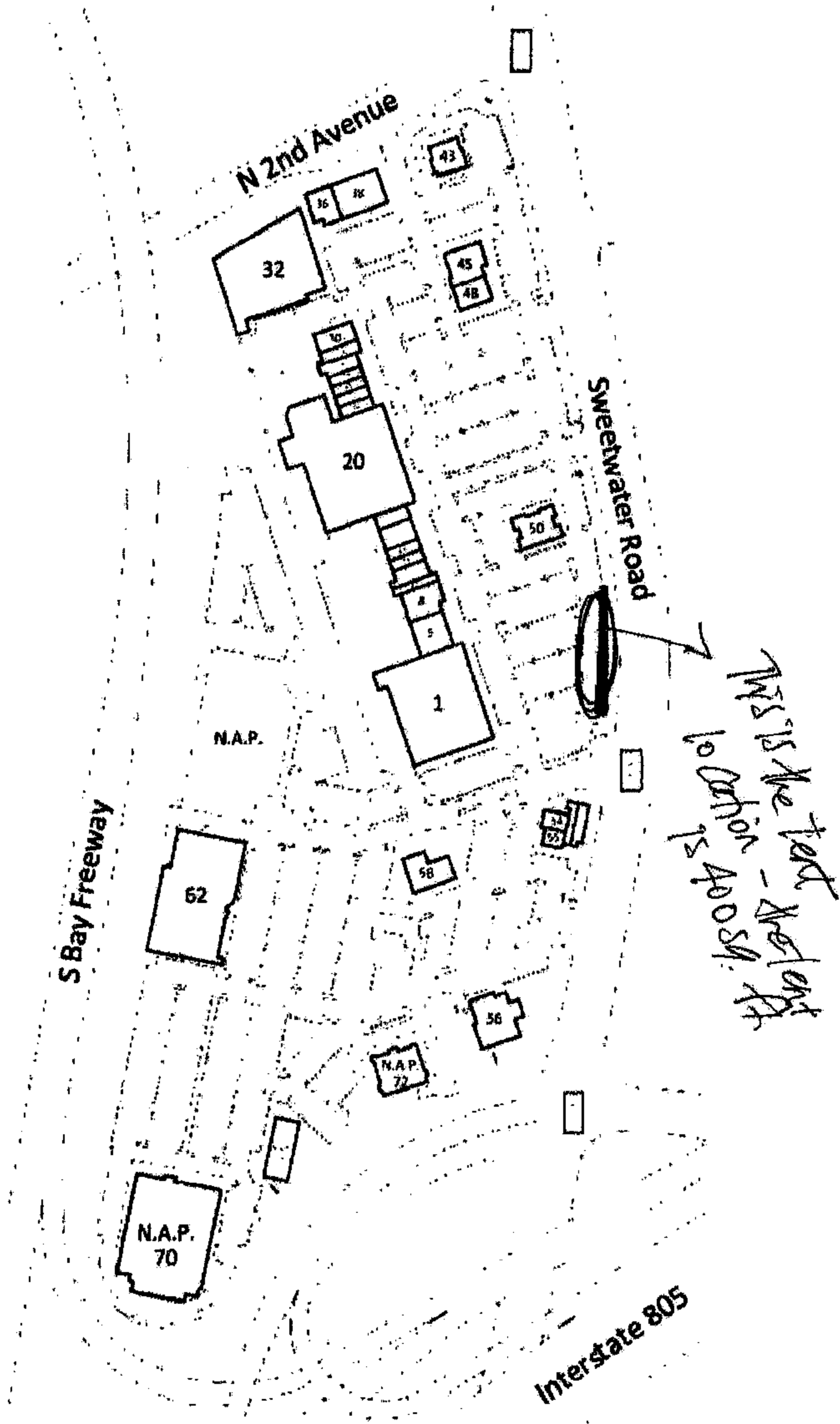


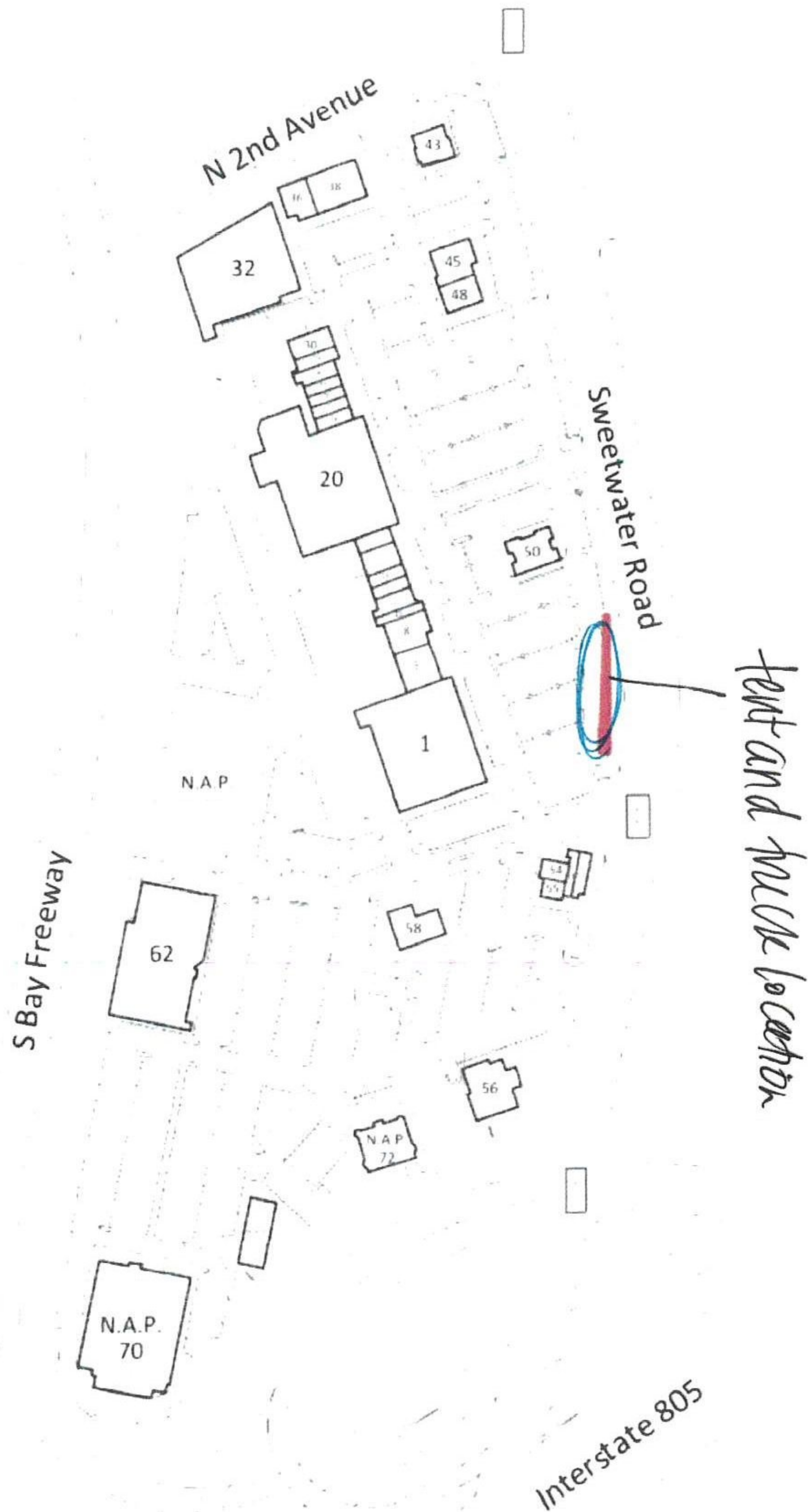
EXHIBIT B - SITE PLAN



This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant in the shopping center. All building, improvements, their occupants, and their uses as shown on this plan are subject to modification at the landlord's discretion.

Exhibit B - Site Plan
Sweetwater Crossing
National City, CA
Property #735
July 2020

Exhibit B - Site Plan



Sweetwater Crossings - 1536 Sweetwater Rd
National City, CA 91950

tent and truck location



This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant in the shopping center. All building, improvements, their occupants, and their uses as shown on this plan are subject to modification at the landlord's discretion.

Exhibit B - Site Plan
Sweetwater Crossing
National City, CA
Property #735
July 2020

Sweetwater Crossing

Tree opening

↓ CVS Pharmacy ↓



CVS Pharmacy

Tank Learning

Sweetwater Crossing



2D

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

**SPONSORING ORGANIZATION: Homestead Steaks, LLC
EVENT: Homestead Steaks, LLC
DATE OF EVENT: February 4, 2022 to February 20, 2022**

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
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

No comments

ENGINEERING

No comments received

COMMUNITY SERVICES

No involvement

FINANCE

No comments

COMMUNITY DEVELOPMENT

Planning

No comments

Building

No comments received

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 to issue 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 issuing 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

INSPECTION REQUIRED

If an after-hours inspection is needed, a fee of one hundred and ninety one dollars (\$191.00) will be required).

- 1) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as “Temporary Wiring Only”.
- 2) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event.

- 3) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$191.00) dollars.
- 4) Exit openings from tents shall remain open unless covered by a flame – resistant curtain. The curtain shall comply with the following:
 - a. Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit.
 - b. Curtains shall be of a color, or colors, that contrast with the color of the tent.
- 5) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point.
- 6) The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy.
- 7) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 8) Exit signs shall be **GREEN** in color and shall be of an approved self-lumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - a. Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- 9) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power.
- 10) Internal combustion power sources that may be used for emergency power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted prior to start of the event.

- 11) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away from the tent.
- 12) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements.
- 13) Every room or space that is an assembly occupancy shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall posted by the Building Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded.
- 14) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #25 for the period of 12/17/21 through 12/23/21 in the amount of \\$0.00. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #25 for the period of 12/17/21 through 12/23/21 in the amount of \$0.00. (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 12/17/21 - 12/23/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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No Warrants processed in week 25

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$0.00.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$0.00

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 25



WARRANT REGISTER # 25
12/23/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
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NO WARRANTS FOR WEEK 25

A/P Total 0.00

GRAND TOTAL	<u>\$ -</u>
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The following page(s) contain the backup material for Agenda Item: [Warrant Register #26 for the period of 12/24/21 through 12/31/21 in the amount of \\$1,092,468.82. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #26 for the period of 12/24/21 through 12/31/21 in the amount of \$1,092,468.82.
(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 12/24/21 - 12/31/21. 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>
---------------	-------------------	---------------	--------------------

No Warrants processed in week 26

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,092,468.82.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,092,468.82

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 26



**WARRANT REGISTER # 26
12/31/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
--------------	--------------------	---------------	-------------	---------------

NO WARRANTS FOR WEEK 26

A/P Total **0.00**

PAYROLL

Pay period	Start Date	End Date	Check Date	
25	11/30/2021	12/13/2021	12/21/2021	1,092,468.82

GRAND TOTAL	<u>\$ 1,092,468.82</u>
--------------------	-------------------------------

The following page(s) contain the backup material for Agenda Item: [Warrant Register #27 for the period of 1/01/22 through 1/07/22 in the amount of \\$1,342,929.64. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #27 for the period of 1/01/22 through 1/07/22 in the amount of \$1,342,929.64.
(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 1/01/22 - 1/07/22. 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>
Center for Public Safety	298023	298023	CPSM Professional Services

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,342,929.64.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,342,929.64

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 27



WARRANT REGISTER # 27

1/6/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - JAN 2022	356068	1/3/22	110.00
BEARD	RETIREE HEALTH BENEFITS - JAN 2022	356069	1/3/22	70.00
BECK	RETIREE HEALTH BENEFITS - JAN 2022	356070	1/3/22	140.00
BISHOP	RETIREE HEALTH BENEFITS - JAN 2022	356071	1/3/22	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JAN 2022	356072	1/3/22	260.00
BULL	RETIREE HEALTH BENEFITS - JAN 2022	356073	1/3/22	580.00
CAMEON	RETIREE HEALTH BENEFITS - JAN 2022	356074	1/3/22	400.00
CANEDO	RETIREE HEALTH BENEFITS - JAN 2022	356075	1/3/22	620.00
CARRILLO	RETIREE HEALTH BENEFITS - JAN 2022	356076	1/3/22	290.00
COLE	RETIREE HEALTH BENEFITS - JAN 2022	356077	1/3/22	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JAN 2022	356078	1/3/22	420.00
CONDON	RETIREE HEALTH BENEFITS - JAN 2022	356079	1/3/22	280.00
CORDERO	RETIREE HEALTH BENEFITS - JAN 2022	356080	1/3/22	520.00
DALLA	RETIREE HEALTH BENEFITS - JAN 2022	356081	1/3/22	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JAN 2022	356082	1/3/22	250.00
DEESE	RETIREE HEALTH BENEFITS - JAN 2022	356083	1/3/22	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JAN 2022	356084	1/3/22	110.00
DIAZ	RETIREE HEALTH BENEFITS - JAN 2022	356085	1/3/22	680.00
DILLARD	RETIREE HEALTH BENEFITS - JAN 2022	356086	1/3/22	480.00
DREDGE	RETIREE HEALTH BENEFITS - JAN 2022	356087	1/3/22	250.00
DUONG	RETIREE HEALTH BENEFITS - JAN 2022	356088	1/3/22	280.00
EISER III	RETIREE HEALTH BENEFITS - JAN 2022	356089	1/3/22	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JAN 2022	356090	1/3/22	620.00
ETZLER	RETIREE HEALTH BENEFITS - JAN 2022	356091	1/3/22	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JAN 2022	356092	1/3/22	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2022	356093	1/3/22	270.00
FIFIELD	RETIREE HEALTH BENEFITS - JAN 2022	356094	1/3/22	540.00
GAUT	RETIREE HEALTH BENEFITS - JAN 2022	356095	1/3/22	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JAN 2022	356096	1/3/22	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JAN 2022	356097	1/3/22	120.00
GONZALES	RETIREE HEALTH BENEFITS - JAN 2022	356098	1/3/22	480.00
HANSON	RETIREE HEALTH BENEFITS - JAN 2022	356099	1/3/22	135.00
HARLAN	RETIREE HEALTH BENEFITS - JAN 2022	356100	1/3/22	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2022	356101	1/3/22	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2022	356102	1/3/22	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JAN 2022	356103	1/3/22	400.00
HODGES	RETIREE HEALTH BENEFITS - JAN 2022	356104	1/3/22	200.00
IBARRA	RETIREE HEALTH BENEFITS - JAN 2022	356105	1/3/22	780.00
JONES	RETIREE HEALTH BENEFITS - JAN 2022	356106	1/3/22	60.00
JONES	RETIREE HEALTH BENEFITS - JAN 2022	356107	1/3/22	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JAN 2022	356108	1/3/22	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JAN 2022	356109	1/3/22	300.00
KLOS	RETIREE HEALTH BENEFITS - JAN 2022	356110	1/3/22	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JAN 2022	356111	1/3/22	660.00
LEACH	RETIREE HEALTH BENEFITS - JAN 2022	356112	1/3/22	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - JAN 2022	356113	1/3/22	160.00
MATIENZO	RETIREE HEALTH BENEFITS - JAN 2022	356114	1/3/22	100.00
MCCABE	RETIREE HEALTH BENEFITS - JAN 2022	356115	1/3/22	280.00



WARRANT REGISTER # 27
1/6/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCDANIEL	RETIREE HEALTH BENEFITS - JAN 2022	356116	1/3/22	290.00
MEDINA	RETIREE HEALTH BENEFITS - JAN 2022	356117	1/3/22	105.00
MEEKS	RETIREE HEALTH BENEFITS - JAN 2022	356118	1/3/22	460.00
MENDOZA	RETIREE HEALTH BENEFITS - JAN 2022	356119	1/3/22	290.00
MINER	RETIREE HEALTH BENEFITS - JAN 2022	356120	1/3/22	580.00
MORRISON	RETIREE HEALTH BENEFITS - JAN 2022	356121	1/3/22	520.00
NAGLE	RETIREE HEALTH BENEFITS - JAN 2022	356122	1/3/22	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JAN 2022	356123	1/3/22	120.00
OLIVARES	RETIREE HEALTH BENEFITS - JAN 2022	356124	1/3/22	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - JAN 2022	356125	1/3/22	360.00
PAUU JR	RETIREE HEALTH BENEFITS - JAN 2022	356126	1/3/22	340.00
PE	RETIREE HEALTH BENEFITS - JAN 2022	356127	1/3/22	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JAN 2022	356128	1/3/22	140.00
PETERS	RETIREE HEALTH BENEFITS - JAN 2022	356129	1/3/22	290.00
POST	RETIREE HEALTH BENEFITS - JAN 2022	356130	1/3/22	280.00
RAY	RETIREE HEALTH BENEFITS - JAN 2022	356131	1/3/22	190.00
ROARK	RETIREE HEALTH BENEFITS - JAN 2022	356132	1/3/22	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JAN 2022	356133	1/3/22	260.00
RUIZ	RETIREE HEALTH BENEFITS - JAN 2022	356134	1/3/22	310.00
SAINZ	RETIREE HEALTH BENEFITS - JAN 2022	356135	1/3/22	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JAN 2022	356136	1/3/22	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JAN 2022	356137	1/3/22	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JAN 2022	356138	1/3/22	480.00
SILVA	RETIREE HEALTH BENEFITS - JAN 2022	356139	1/3/22	580.00
SMITH	RETIREE HEALTH BENEFITS - JAN 2022	356140	1/3/22	320.00
SMITH	RETIREE HEALTH BENEFITS - JAN 2022	356141	1/3/22	560.00
STEWART	RETIREE HEALTH BENEFITS - JAN 2022	356142	1/3/22	200.00
TIPTON	RETIREE HEALTH BENEFITS - JAN 2022	356143	1/3/22	250.00
VERRY	RETIREE HEALTH BENEFITS - JAN 2022	356144	1/3/22	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JAN 2022	356145	1/3/22	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - JAN 2022	356146	1/3/22	480.00
WHITE	RETIREE HEALTH BENEFITS - JAN 2022	356147	1/3/22	230.00
WILKINS	RETIREE HEALTH BENEFITS - JAN 2022	356148	1/3/22	520.00
YBARRA	RETIREE HEALTH BENEFITS - JAN 2022	356149	1/3/22	220.00
	RETIREE HEALTH BENEFITS:			28,915.00
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SERVICE AND REPAIRS	356150	1/6/22	9,958.50
ANDERSON	TRAINING REIM ICI HUMAN TRAFFICKING / PD	356151	1/6/22	97.12
AZANN ENTERPRISE INC	LUNCH - 12/08/21 DIRECTORS LUNCH AND STR	356152	1/6/22	248.90
BROWDER	TRAINING REIM FOR TACTICAL DISPATCHER / PD	356153	1/6/22	486.60
BURKE WILLIAMS & SORENSEN LLP	PROFESSIONAL SERVICE RENDERED	356154	1/6/22	2,173.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES-PW	356155	1/6/22	106.79
COUNTY OF SAN DIEGO	POOL PERMIT	356156	1/6/22	432.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356157	1/6/22	12,568.60
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356158	1/6/22	3,480.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356159	1/6/22	2,584.76
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	356160	1/6/22	1,501.00
DPREP INC	TRAINING TUITION DUI TRAFFIC UNIT / PD	356161	1/6/22	375.00
HAAKER EQUIPMENT COMPANY	SPRING REAR BROOM	356162	1/6/22	211.49



WARRANT REGISTER # 27

1/6/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	356163	1/6/22	389.70
JUDICATE WEST	LIABILITY CLAIM COST	356164	1/6/22	1,900.00
LONG	TRAINING REIM FOR CNOA CONFERENCE	356165	1/6/22	537.50
LOPEZ	TRAINING REIM FOR TYLER NEW WORLD CA / PD	356166	1/6/22	229.46
MARTINEZ	CULTURE CLUB EXPENSE REIMBUSERSEMNT	356167	1/6/22	122.77
MESA REPROGRAPHICS	3,190 LG FORMAT B&W SCAN TO PDF / PW	356168	1/6/22	695.25
OLIVEWOOD GARDENS AND	FACILITY RENTAL - 12/08/21 DIRECTORS LUNCH	356169	1/6/22	200.00
ORANGE COUNTY SHERIFF'S DEPT	TRAINING TUITION PHYSCL INSTRCTOR / PD	356170	1/6/22	250.00
ORTIZ	TRAINING REIM WOMEN LEADERS IN LAW ENFOR	356171	1/6/22	109.37
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES-PW	356172	1/6/22	199.31
PIERSON	TRAINING ADV SUB TRNG COORDINATOR / PD	356173	1/6/22	277.68
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES-PW	356174	1/6/22	267.73
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS/FINANCE/CATHERINE BAUTISTA-WK	356175	1/6/22	5,130.34
PRUDENTIAL OVERALL SUPPLY	MOP FOR UNIFORM CLEANING SERVICE	356176	1/6/22	379.97
RED WING BUSINESS	SAFETY BOOTS APPAREL AS NEEDED FOR EQM	356177	1/6/22	244.95
SAN DIEGO MIRAMAR COLLEGE	TRAINING POLICE ACADEMY YUEN AND AHUMADA	356178	1/6/22	1,380.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SEWARD	356179	1/6/22	46.00
SEPULVEDA	REIMB / HEALTH SERVICES TRAINING	356180	1/6/22	100.00
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	356181	1/6/22	1,654.83
SILVER & WRIGHT LLP	PROFESSIONAL LEGAL SERVICES RENDERED	356182	1/6/22	2,025.20
SMART & FINAL	MOP NUTRITION CENTER FOOD SUPPLIES	356183	1/6/22	69.78
SMART SOURCE OF CALIFORNIA LLC	POLICE SUV STRESS RELIEVER	356184	1/6/22	4,659.83
SOSA	EDUCATIONAL REIMBURSEMENT PD	356185	1/6/22	3,500.00
SOSA	TRAINING ADV SUB PHYS INSTR / PD	356186	1/6/22	678.00
SOUTH COAST EMERGENCY	SHEAVES FOR BASE OF LADDER / PW	356187	1/6/22	17,830.59
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL SUPPLIES-PW	356188	1/6/22	90.46
SOUTHWEST SIGNAL SERVICE	LIGHTING SERVICES / PW	356189	1/6/22	29,185.59
STAPLES BUSINESS ADVANTAGE	WORKFIT-T DESK BLACK	356190	1/6/22	939.94
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2022	356191	1/6/22	151.50
SWEETWATER AUTHORITY	WATER UTILITIES FOR FACILITIES FY 2022	356192	1/6/22	26,381.94
THOMSON REUTERS WEST	THOMSON REUTERS WEST FOR CITY ATTORNEY'S	356193	1/6/22	550.99
T'S & SIGNS	T-SHIRT -ATHELETIC HEATHER WITH POCKET	356194	1/6/22	1,712.81
U S BANK	CREDIT CARD EXPENSES/ CMO - WINNEY	356195	1/6/22	3,196.51
VELOCITY TRUCK CENTERS	ENGINE AND TRANSMISSION PARTS	356196	1/6/22	4,623.32
WALTERS	TRAINING SLI 4 / PD	356197	1/6/22	396.68

A/P Total 173,246.76

WIRED PAYMENTS

CENTER FOR PUBLIC SAFETY	CPSM PROFESSIONAL SERVICES	298023	1/4/22	50,724.80
ADMINSURE INC	WORKERS' COMP ACCOUNT REPLENISHMENT	298026	1/4/22	46,063.41
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY 22	368692	1/5/22	33,939.44

SECTION 8 HAPS

Start Date	End Date	
12/31/2021	1/6/2022	1,038,955.23

GRAND TOTAL \$ 1,342,929.64

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution by the City Council of the City of National City, California establishing Residential Permit Parking District “N” on south side of 300 block E. 27th Street and on both sides of “C” Avenue, south of 27th Street \(TSC 2021-19\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of a Resolution by the City Council of the City of National City establishing Residential Permit Parking District "N" on south side of 300 block E. 27th Street and on both sides of "C" Avenue, south of 27th Street (TSC 2021-19).

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold public hearing and approve Resolution establishing Residential Permit Parking District "N".

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 13, 2021, the Traffic Safety Committee unanimously approved the staff recommendation to establish Residential Permit Parking District "N".

ATTACHMENTS:

1. Explanation w/Exhibits
2. Affidavit of Posting "Notice of Public Hearing"
3. Staff Report to the Traffic Safety Committee on October 13, 2021 (TSC No. 2021-19)
4. Resolution

EXPLANATION

Mr. Miguel Mendoza and his neighbors have signed a petition requesting that the City establish a Residential Parking District on the south side of E. 27th Street and on both sides of "C" Avenue, south of 27th Street. Mr. Mendoza stated that there is a lack of on-street parking available due to the apartments that are located on the north side of E. 27th Street since they have caused significant parking impacts. Mr. Mendoza also stated that the establishment of a Residential Permit Parking District is a potential solution for this issue since it would allow residents living in this area to park their vehicles in front of their houses.

Section 22507 of the California Vehicle Code allows jurisdictions to create preferential parking permit programs through ordinance or resolution based on provisions that are reasonable and necessary to ensure the effectiveness of the program. The ordinance or resolution may include a designation of certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents and merchants may be issued a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution.

In addition to the provisions of Section 22507 of the California Vehicle Code, City Council Policy No. 710 "Residential Permit Parking Program" provides guidelines for establishing and regulating residential permit parking programs / districts in National City. In determining whether a residential area identified as eligible for residential permit parking may be designated as a Residential Permit Parking District, City Council shall take into account factors which include but are not limited to the following:

- 1) The extent of the desire and need for the residents to have residential permit parking;
- 2) The extent to which legal on-street parking spaces are occupied by motor vehicles during the period proposed for parking restriction;
- 3) The extent to which vehicles parking in the area during the period proposed for parking restriction are commuter vehicles rather than resident vehicles;
- 4) The extent to which motor vehicles registered to persons residing within the proposed Residential Permit Parking District boundaries cannot be accommodated by the number of available off-street parking spaces.

Currently, there are eleven active Residential Permit Parking Districts in National City established through City Council Resolution: "A", "C", "D", "E", "F", "G", "H", "I", "J", "L" and "M". Parking District "K" was approved by City Council, but will not be posted until the redevelopment project on the northeast corner of National City Blvd and E. 16th Street is completed. See attached map.

According to City Council Policy the following minimum criteria must be met in order for a Residential Parking Permit District to be considered:

- 1) The Residential Parking Permit District shall consist of at least one side of a street section between two consecutive streets. *This condition is met.*
- 2) A petition shall be signed by 60 percent of the property owners within the proposed boundaries of the Residential Parking Permit District. *This condition is met.*
- 3) At least 70 percent of available curbside parking spaces are occupied by commuter vehicles (vehicles registered to owners living outside of the proposed parking district boundaries) during the time the parking study is being conducted. *This condition is met (see explanation below).*

This item was presented to the Traffic Safety Committee (TSC) on October 13, 2021. Mr. Miguel Mendoza and other residents living in this area were in attendance at the meeting. All of the residents expressed concerns about parking issues and agreed that the establishment of a Residential Permit Parking District is a potential solution to addressing the lack of available parking.

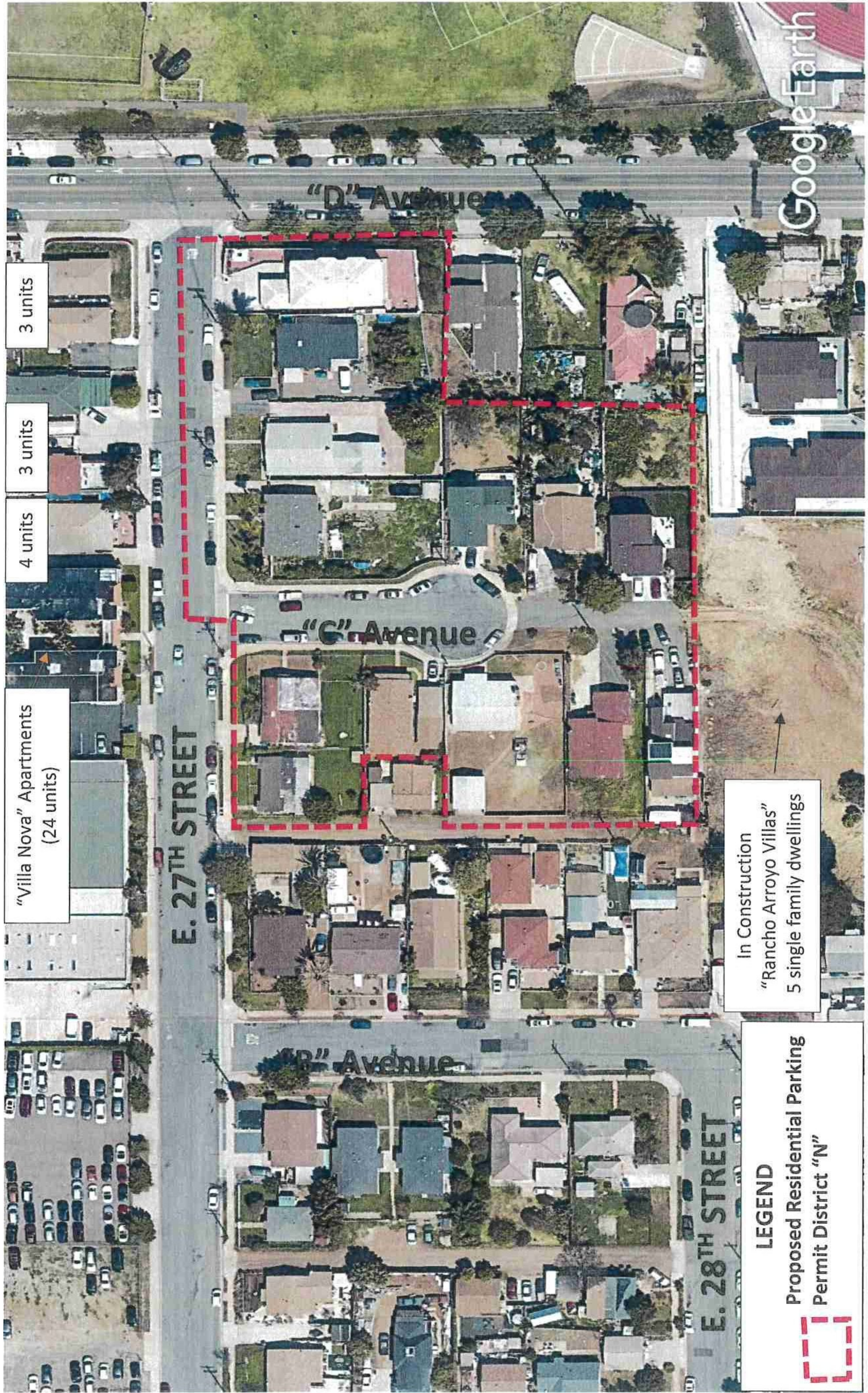
Parking enforcement officers from the City's Neighborhood Services Division performed license plate surveys of vehicles parked in the proposed Parking District over a two-week period. Data was collected on various days of the week at 6:00 a.m. and again at 4:00 p.m. The data shows that during 3 days of the parking survey period, 70% or more of the on-street parking was occupied by commuter vehicles. See attached Table I summary of parking survey results. Therefore, the third condition of the City Council Policy is met.

Engineering staff did an additional study of parking occupancy to compare the number of area resident vehicles versus the number of commuter vehicles. The result of this study indicates that 66 percent of the total on-street vehicles parked within the proposed District boundary were occupied by vehicles not belonging to the residents of the proposed Parking District at 6:00 a.m., while 72 percent were occupied by vehicles not belonging to residents of the proposed Parking District at 4:00 p.m. See attached Table II summary of survey results.

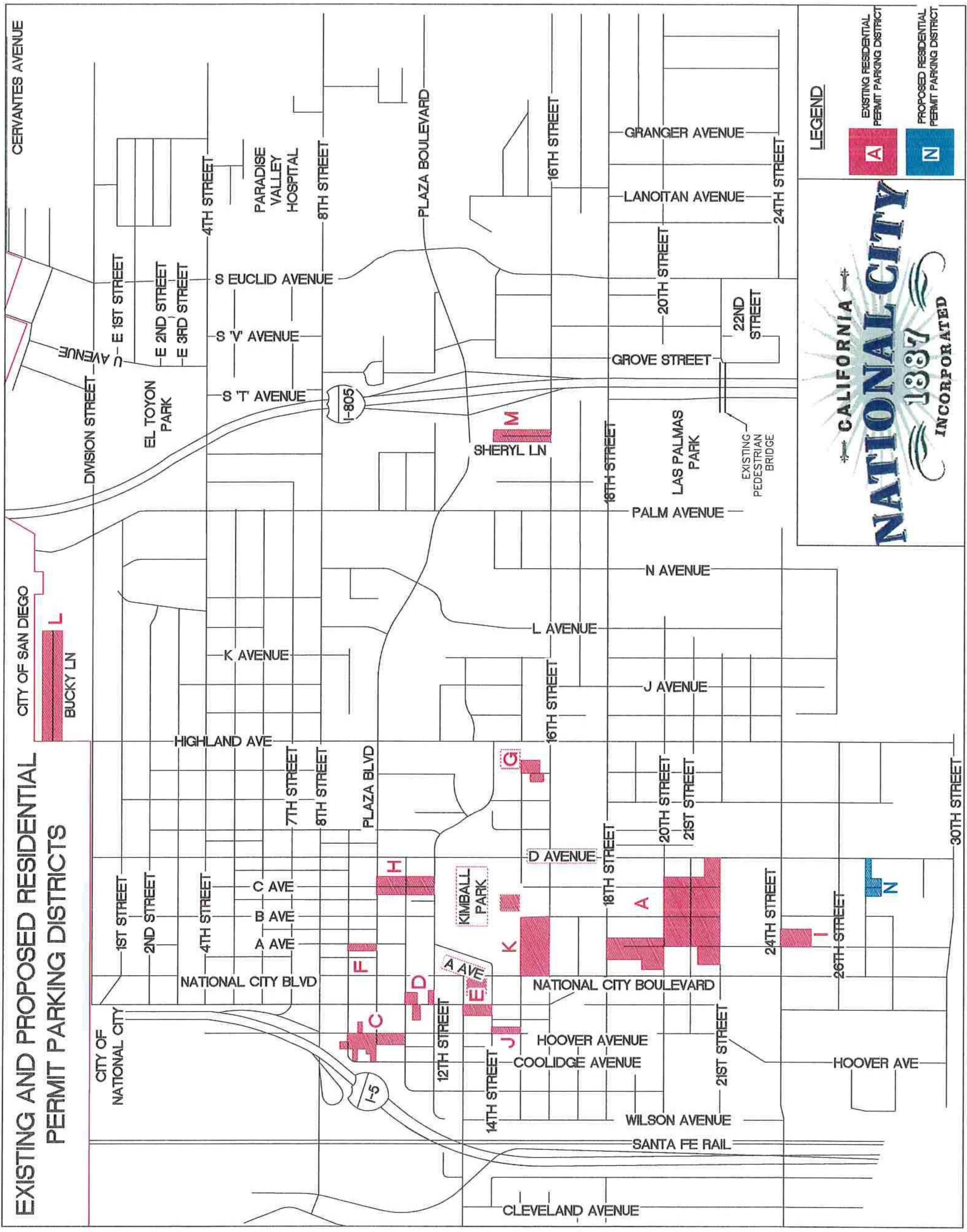
Based on the above-mentioned conditions, staff's recommendation is to support the establishment of a Residential Permit Parking District on the south side of 300 block E. 27th Street and on both sides of "C" Avenue, south of 27th Street. The Traffic Safety Committee voted unanimously to support establishment of the parking district.

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

Proposed Residential Parking Permit District on south side of 300 block E. 27th Street and on both sides of "C" Avenue, south of 27th Street (TSC Item: 2021-19)



EXISTING AND PROPOSED RESIDENTIAL PERMIT PARKING DISTRICTS



LEGEND

A	EXISTING RESIDENTIAL PERMIT PARKING DISTRICT
N	PROPOSED RESIDENTIAL PERMIT PARKING DISTRICT

AFFIDAVIT OF POSTING
NOTICE OF PUBLIC HEARING

State of California)
)
County of San Diego)

Roberto Yano, being first duly sworn, certifies:

THAT he is now and has been the Director Public Works/City Engineer of the City of National City:

THAT the City Council of National City will hold a Public Hearing on February 1, 2022, to consider **ESTABLISHING A RESIDENTIAL PARKING PERMIT DISTRICT "N" ON THE SOUTH SIDE OF 300 BLOCK E. 27TH STREET AND ON BOTH SIDES OF "C" AVENUE, SOUTH OF 27TH STREET, PURSUANT TO CITY COUNCIL POLICY 710 ENTITLED RESIDENTIAL PERMIT PARKING PROGRAM.**

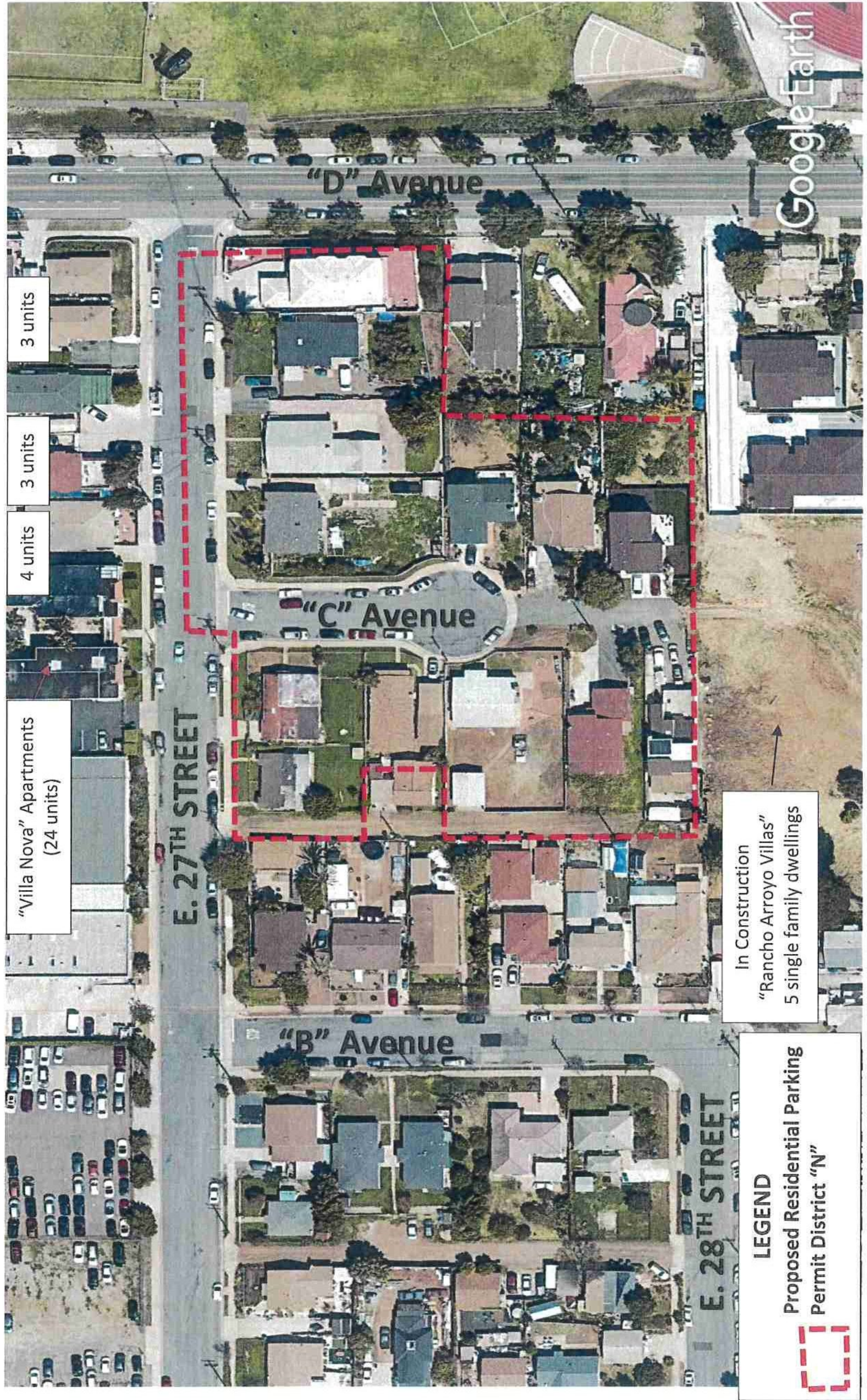
THAT he caused the notices of said Public Hearing to be posted at intervals of no more than 100 feet as prescribed by law, on the 19th day of January 2022 and thereafter, he made this affidavit and filed it with the City Clerk of the City of National City.

Dated at National City, California this 19th day of January 2022.

Roberto Yano
Director Public Works/City Engineer

Molina Luz
City Clerk

Proposed Residential Parking Permit District on south side of 300 block E. 27th Street and on both sides of "C" Avenue, south of 27th Street (TSC Item: 2021-19)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 13, 2021**

ITEM NO. 2021-19

ITEM TITLE: **REQUEST TO ESTABLISH A RESIDENTIAL PARKING PERMIT DISTRICT "N" ON SOUTH SIDE OF 300 BLOCK E. 27TH STREET AND ON BOTH SIDES OF "C" AVENUE, SOUTH OF 27TH STREET.**

PREPARED BY: Luca Zappiello, Assistant Engineering - Civil Engineering & Public Works Department

DISCUSSION:

Mr. Miguel Mendoza and his neighbors have signed a petition requesting that the City establish a Residential Parking District on the south side of E. 27th Street and on both sides of "C" Avenue, south of 27th Street. Mr. Mendoza stated that there is a lack of on-street parking available due to the apartments that are located on the north side of E. 27th Street since they have caused significant parking impacts. Mr. Mendoza also stated that the establishment of a Residential Permit Parking District is a potential solution for this issue since it would allow residents living in this area to park their vehicles in front of their houses.

Section 22507 of the California Vehicle Code allows jurisdictions to create preferential parking permit programs through ordinance or resolution based on provisions that are reasonable and necessary to ensure the effectiveness of the program. The ordinance or resolution may include a designation of certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents and merchants may be issued a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution. See attached copy of Section 22507 of the California Vehicle Code.

Currently, there are eleven active Residential Permit Parking Districts in National City established through City Council Resolution: "A", "C", "D", "E", "F", "G", "H", "I", "J", "L" and "M". Parking District "K" was approved by City Council, but will not be posted until the redevelopment project on the northeast corner of National City Blvd and E. 16th Street is completed. See attached map.

With Mr. Mendoza's initiative, a petition was created and distributed by residents around the neighborhood. The petition was then submitted to Engineering staff for review. The neighborhood is composed of the following single-family residences on 27th Street: 304, 310, 336 and 344; the following single-family residences on "C" Avenue: 2702, 2718, 2728, 2736, 2735, 2725, 2739 and 2736.

According to City Council Policy the following minimum criteria must be met in order for a Residential Parking Permit District to be considered:

- 1) The Residential Parking Permit District shall consist of at least one side of a street section between two consecutive streets. *This condition is met.*
- 2) A petition shall be signed by 60 percent of the property owners within the proposed boundaries of the Residential Parking Permit District. *This condition is met since the 60% of the property owners signed the petition.*
- 3) At least 70 percent of available curbside parking spaces are occupied by commuter vehicles during the time the parking study is being conducted. *This condition is met. Please see explanation below.*

Parking enforcement officers from the City's Neighborhood Services Division performed license plate surveys of vehicles parked in the proposed Parking District over a two-week period. Data was collected on various days of the week at 6:00 a.m. and again at 4:00 p.m. The data shows that during 3 days of the parking survey period, 70% or more of the on-street parking was occupied by commuter vehicles. See attached Table I summary of parking survey results. Therefore, the third condition of the City Council Policy is met.

Engineering staff did an additional study of parking occupancy to compare the number of area resident vehicles versus the number of commuter vehicles. The result of this study indicates that 66 percent of the total on-street vehicles parked within the proposed District boundary were occupied by vehicles not belonging to the residents of the proposed Parking District at 6:00 a.m., while 72 percent were occupied by vehicles not belonging to residents of the proposed Parking District at 4:00 p.m. See attached Table II summary of survey results.

STAFF RECOMMENDATION:

Since all of the three conditions of the City Council Residential Permit Parking District Policy are met, Engineering staff recommends the establishment of Residential Parking District "N" on the south side of 300 block E. 27th Street and on both sides of "C" Avenue, south of 27th Street.

EXHIBITS:

1. Resident's Request
2. Petition
3. Public Notice
4. Location Map
5. Photos
6. Parking Occupancy Survey Results Table I & Table II
7. Existing Residential Permit Parking District Map
8. Section 22507 of the California Vehicle Code
9. Residential Permit Parking Program - Policy Number 710

2021-19



PUBLIC REQUEST FORM

Contact Information

Name:	Miguel Mendoza
Address:	309 E. 27 th ST NATIONAL CITY
Phone:	
Email:	

Request Information

Location:	
Request:	RESIDENTIAL PARKING PERMIT ON SOUTH SIDE OF 300 BLOCK E 27 th STREET AND ON BOTH SIDES OF C AVENUE, SOUTH OF E 27 th STREET
Attachments:	<input type="checkbox"/> Yes <input type="checkbox"/> No Description: _____

Internal Use Only:

Request Received By:	_____	Date:	_____		
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral: _____
Assigned To:	_____				
Notes:	_____				

REQUEST FOR RESIDENTIAL PERMIT PARKING DISTRICT

PETITION TO ESTABLISH A RESIDENTIAL PERMIT PARKING DISTRICT ON THE SOUTH SIDE OF E. 27TH STREET BETWEEN "C" AVENUE AND "D" AVENUE AND ON THE EAST AND WEST SIDE OF "C" AVENUE, SOUTH OF E. 27TH STREET.

2702 C AVE. N.C. 91950
Including 222-226 E. 27th St.

NAME (PRINT)	SIGNATURE	DATE	STREET ADDRESS
Miguel Mendoza	<i>[Signature]</i>	1-21-2021	304 E. 27 th ST
Brian Frick	<i>[Signature]</i>	1-21-2021	2725 C. Ave
JUAN CASHA	<i>[Signature]</i>	1-21-2021	1310 E 27TH ST N.C.
Milagros Buentadi	<i>[Signature]</i>	1-21-21	34A E 27TH ST National City CA. 91950
Alberto Reyes	<i>[Signature]</i>		
Alberto Reyes	<i>[Signature]</i>	2/11/21	2735 C Ave. National City CA 91950
L.M. Covarrubias de Gomez	<i>[Signature]</i>		
(Covarrubias - Gomez)	<i>[Signature]</i>	02-18-21	
2702 "C" Ave. E		222	226 E. 27 th St.
Jonatan Valencia	<i>[Signature]</i>	7/7/21	2718 C AVE.
Ivette Roca Mercado	<i>[Signature]</i>	7/7/21	2720 C. Ave



October 4, 2021

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE FOR THE PROPOSED RESIDENTIAL PARKING DISTRICT ON 300 BLOCK 27TH STREET AND 2700 BLOCK "C" AVENUE (TSC 2021-19)

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

Purpose of the meeting.

The City received a petition from the residents requesting to establish a new Residential Parking District (District) on 300 block 27th Street and 2700 block "C" Avenue (see attached map).

Please note that if the District is approved, **only** the residents that are included in the area shown on the attached map will be eligible to obtain a residential parking permit. Therefore, if you live outside the proposed District you will not be eligible to park your vehicle in the proposed District area. Please note that the District will be valid for 24 hours a day, 7 days a week.

If the District is approved, for the residents currently living in the new District, in order to continue to park in the District, you would need obtain a residential parking permit. The current cost and number of permits available to area residents in the District are described below:

- **Annual Parking Permit** - Single family residences and multi-family residences with up to 4 units shall be limited to a maximum of **two annual residential parking permits** per house or unit. The cost is **\$30.00 per each** annual parking permit.

- **Temporary Residential Parking Permit** - Single family residences and multi-family residences with up to 4 units shall be limited to a maximum of **two temporary residential parking permits** per house or unit valid for no more than **14** days from the date of issuance. The cost is **\$2.00 per each** annual parking permit.

If you have any questions, comments, and/or concerns, please contact Luca Zappiello, with Engineering/Public Works Department by phone at (619) 336-4360 or email at lzappiello@nationalcityca.gov.

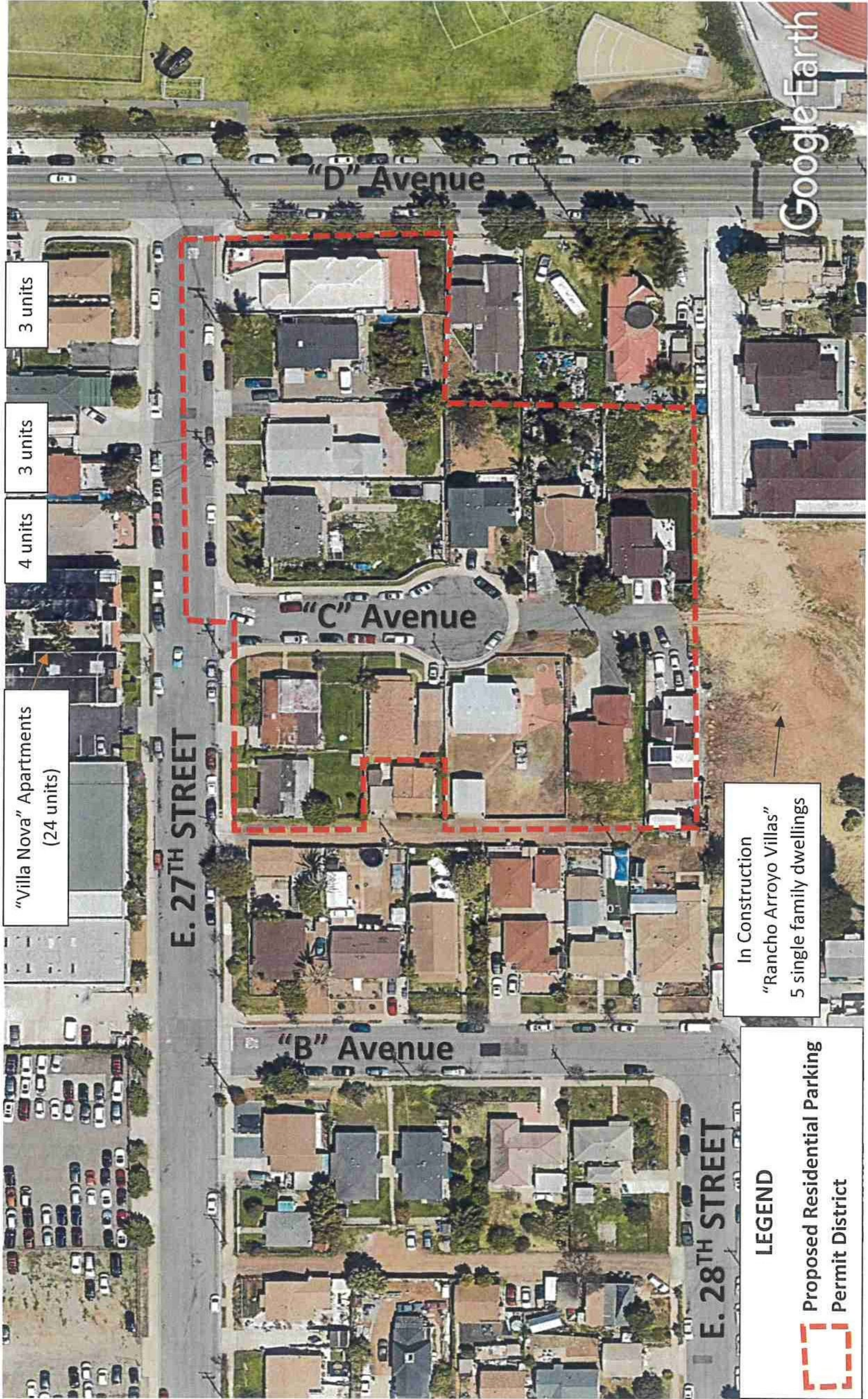
Sincerely,

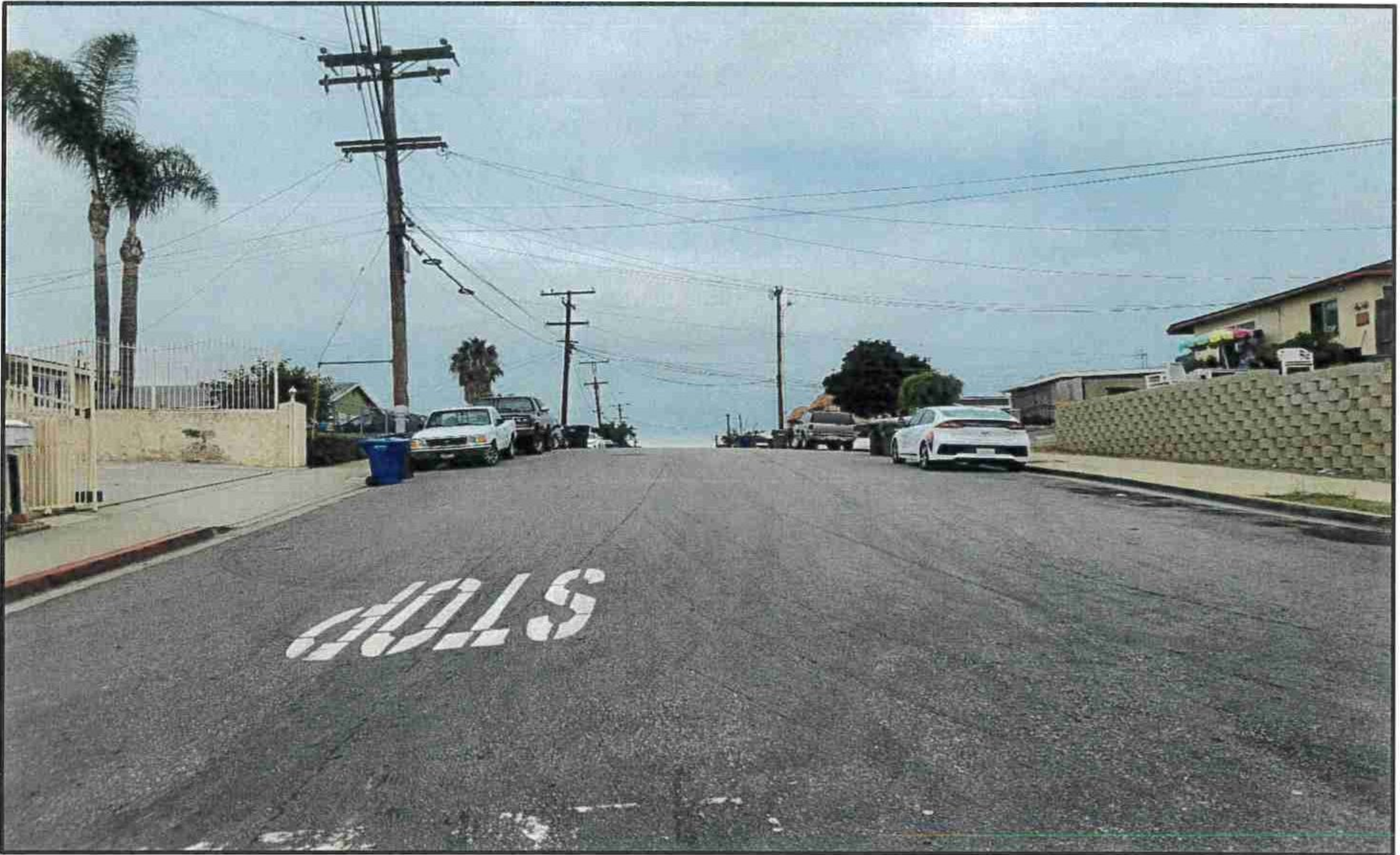


Roberto Yano, P.E.
City Engineer/Director of Public Works

SM:lz
Enclosure: Location Map

Proposed Residential Parking Permit District (TSC Item: 2021-19)





Proposed Residential Parking Permit District "N" – E. 27th Street (looking west)



Proposed Residential Parking Permit District "N" – E. 27th Street (looking east)



Proposed Residential Parking Permit District "N" – "C" Avenue (looking south)



Proposed Residential Parking Permit District "N" – "C" Avenue (looking north)

Proposed Residential Permit Parking District “N”

Table I: Parking Occupancy Survey Results – On-street parking available

Date of survey	Time of survey	Total available on-street parking spaces (no.)	Total on-street parking occupied by area resident vehicles (no.)	Total on-street parking occupied by commuter vehicles (no.)	Total on-street parking spaces occupied (no.)	Percentage parking occupied by area residents from the total parking available (%)	Percentage parking occupied by commuter vehicles from the total parking available (%)	Percentage on-street parking spaces occupied
Monday	5/17/2021 6:00 AM	18	8	10	18	44	56	100
Monday	5/17/2021 4:00 PM	18	6	11	17	33	61	94
Tuesday	5/18/2021 6:00 AM	18	7	11	18	39	61	100
Tuesday	5/18/2021 4:00 PM	18	6	12	18	33	67	100
Wednesday	5/19/2021 4:00 PM	18	8	10	18	44	56	100
Thursday	5/20/2021 6:00 AM	18	8	9	17	44	50	94
Monday	5/24/2021 6:00 AM	18	5	11	16	28	61	89
Monday	5/24/2021 4:00 PM	18	3	10	13	17	56	72
Tuesday	5/25/2021 6:00 AM	18	4	12	16	22	67	89
Tuesday	5/25/2021 4:00 PM	18	5	12	17	28	67	94
Wednesday	5/26/2021 6:00 AM	18	4	12	16	22	67	89
Wednesday	5/26/2021 4:00 PM	18	4	10	14	22	56	78
Thursday	5/27/2021 6:00 AM	18	5	14	19	28	78	106
Thursday	5/27/2021 4:00 PM	18	3	16	19	17	89	106
Tuesday	6/1/2021 4:00 PM	18	2	13	15	11	72	83
Wednesday	6/2/2021 4:00 PM	18	4	12	16	22	67	89
		Average early morning 6:00 am		33		63		95
		Average late afternoon 4:00 pm		25		65		91
		Total Average		29		64		93

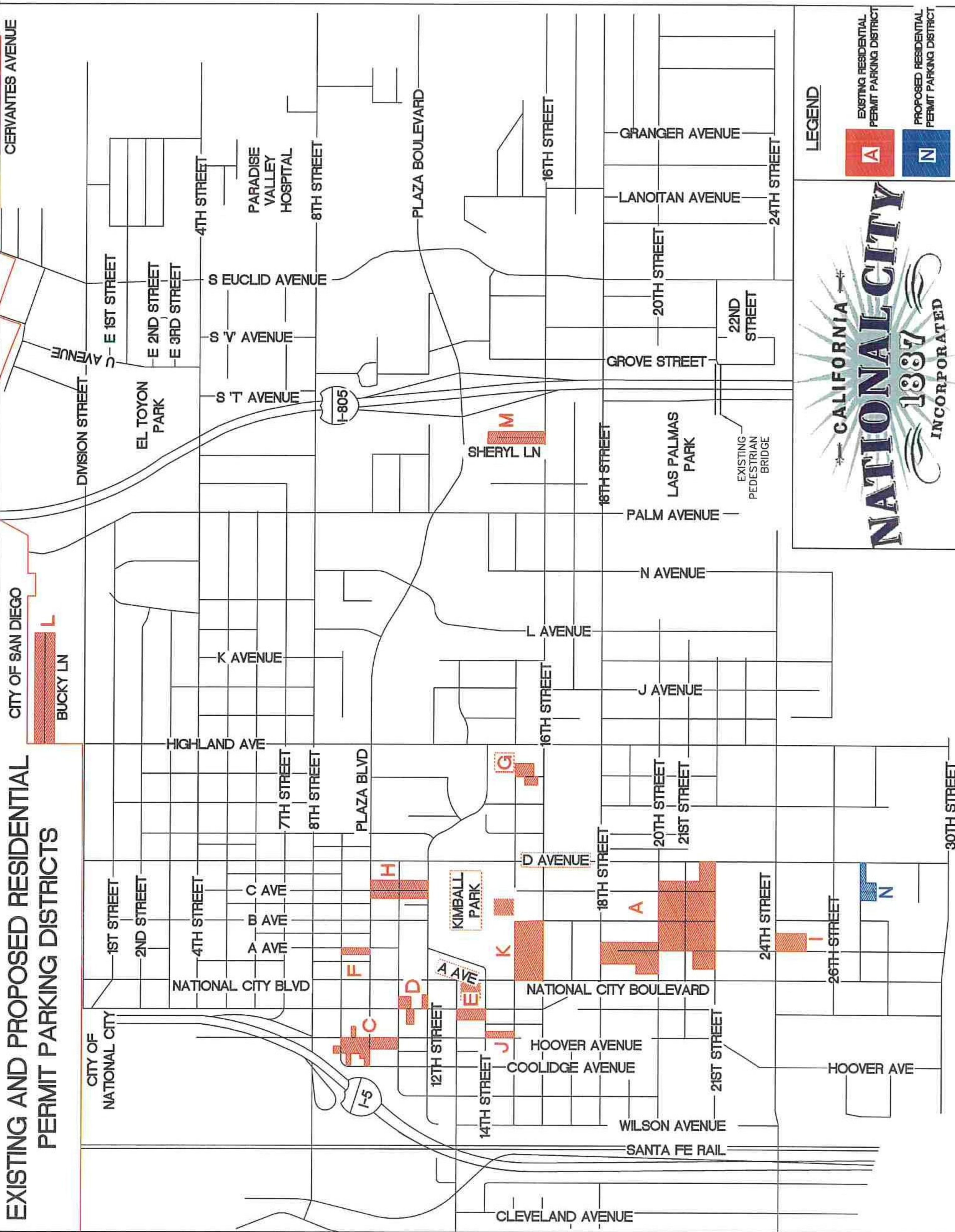
* Total available on-street parking spaces have been determined by an on-site inspection and number of vehicles that can park on each curbside, with consideration for driveways. Please note that a vehicle length of 20 feet has been used.

Proposed Residential Permit Parking District "N"

Table II: Parking Occupancy Survey Results – Area Resident Vehicles vs Commuter Vehicles

Date of survey	Time of survey	On-street parking occupied by area resident vehicles n.	On-street parking occupied by commuter vehicles n.	Area resident vehicles + commuter vehicles n	Percentage parking occupied by area residents from the total vehicles parked %	Percentage parking occupied by commuter vehicles from the total vehicles parked %
Monday	5/17/2021 6:00 AM	8	10	18	44	56
Monday	5/17/2021 4:00 PM	6	11	17	35	65
Tuesday	5/18/2021 6:00 AM	7	11	18	39	61
Tuesday	5/18/2021 4:00 PM	6	12	18	33	67
Wednesday	5/19/2021 4:00 PM	8	10	18	44	56
Thursday	5/20/2021 6:00 AM	8	9	17	47	53
Monday	5/24/2021 6:00 AM	5	11	16	31	69
Monday	5/24/2021 4:00 PM	3	10	13	23	77
Tuesday	5/25/2021 6:00 AM	4	12	16	25	75
Tuesday	5/25/2021 4:00 PM	5	12	17	29	71
Wednesday	5/26/2021 6:00 AM	4	12	16	25	75
Wednesday	5/26/2021 4:00 PM	4	10	14	29	71
Thursday	5/27/2021 6:00 AM	5	14	19	26	74
Thursday	5/27/2021 4:00 PM	3	16	19	16	84
Tuesday	6/1/2021 4:00 PM	2	13	15	13	87
Wednesday	6/2/2021 4:00 PM	4	12	16	25	75
		Average early morning 6:00 am			34	66
		Average late afternoon 4:00 pm			28	72
		Total Average			31	69

EXISTING AND PROPOSED RESIDENTIAL PERMIT PARKING DISTRICTS



LEGEND

- A EXISTING RESIDENTIAL PERMIT PARKING DISTRICT
- N PROPOSED RESIDENTIAL PERMIT PARKING DISTRICT

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

of the Department of Transportation of such determination by the county health officer.

(b) No person shall stop, park, or leave standing any vehicle in violation of the restrictions stated on the signs or markings.

(c) This section does not apply to any of the following:

(1) Public utility vehicles while performing a work operation.

(2) The driver of any vehicle which is disabled in such a manner and to such an extent that it is impossible to avoid stopping, parking, or leaving the disabled vehicle standing on the roadway.

Amended Ch. 455, Stats. 1987. Effective January 1, 1988.

Local Regulations: Parking Privileges: Car Share or Ridesharing Programs

22507.1. (a) A local authority may, by ordinance or resolution, designate certain streets or portions of streets for the exclusive parking privilege of motor vehicles participating in a car share vehicle program or ridesharing program. The ordinance or resolution shall establish the criteria for a public or private company or organization to participate in the program, and may limit the types of motor vehicles that may be included in the program. Under the car share vehicle program a car share vehicle or ridesharing vehicle shall be assigned a permit by the local authority that allows that vehicle to park in the exclusive designated parking areas.

(b) The ordinance or resolution described in subdivision (a) does not apply until signs or markings giving adequate notice thereof have been placed.

(c) A local ordinance or resolution adopted pursuant to subdivision (a) may contain provisions that are reasonable and necessary to ensure the effectiveness of a car share vehicle program or ridesharing program.

(d) For purposes of this section, a “car share vehicle” is a motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization and provides hourly or daily service.

Added Sec. 1, Ch. 189, Stats. 2006. Effective January 1, 2007.

Local Regulation of State Highway: Stopping, Standing, or Parking

22506. Local authorities may by ordinance or resolution prohibit or restrict the stopping, standing, or parking of vehicles on a state highway, in their respective jurisdictions, if the ordinance or resolution is first submitted to and approved in writing by the Department of Transportation, except that where maintenance of any state highway is delegated by the Department of Transportation to a city, the department may also delegate to the city the powers conferred on the department.

Amended Ch. 455, Stats. 1987. Effective January 1, 1988.

Local Regulations

22507. (a) Local authorities may, by ordinance or resolution, prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height (including any load thereon) within 100 feet of any intersection, on certain streets or highways, or portions thereof, during all or certain hours of the day. The ordinance or resolution may include a designation of certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents

and merchants may be issued a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution. With the exception of alleys, the ordinance or resolution shall not apply until signs or markings giving adequate notice thereof have been placed. A local ordinance or resolution adopted pursuant to this section may contain provisions that are reasonable and necessary to ensure the effectiveness of a preferential parking program.

(b) An ordinance or resolution adopted under this section may also authorize preferential parking permits for members of organizations, professions, or other designated groups, including, but not limited to, school personnel, to park on specified streets if the local authority determines that the use of the permits will not adversely affect parking conditions for residents and merchants in the area.

Amended Sec. 1, Ch. 223, Stats. 2001. Effective January 1, 2002.

Permit Parking: Private Driveway

22507.2. Notwithstanding subdivision (e) of Section 22500, a local authority may, by ordinance, authorize the owner or lessee of property to park a vehicle in front of the owner’s or lessee’s private driveway when the vehicle displays a permit issued pursuant to the ordinance authorizing such parking.

The local authority may charge a nonrefundable fee to defray the costs of issuing and administering the permits.

A local ordinance adopted pursuant to this section may not authorize parking on a sidewalk in violation of subdivision (f) of Section 22500.

Amended Ch. 45, Stats. 1985. Effective January 1, 1986.

Local Parking Regulations

22507.5. (a) Notwithstanding Section 22507, local authorities may, by ordinance or resolution, prohibit or restrict the parking or standing of vehicles on certain streets or highways, or portions thereof, between the hours of 2 a.m. and 6 a.m., and may, by ordinance or resolution, prohibit or restrict the parking or standing, on any street, or portion thereof, in a residential district, of commercial vehicles having a manufacturer’s gross vehicle weight rating of 10,000 pounds or more. The ordinance or resolution relating to parking between the hours of 2 a.m. and 6 a.m. may provide for a system of permits for the purpose of exempting from the prohibition or restriction of the ordinance or resolution, disabled persons, residents, and guests of residents of residential areas, including, but not limited to, high-density and multiple-family dwelling areas, lacking adequate offstreet parking facilities. The ordinance or resolution relating to the parking or standing of commercial vehicles in a residential district, however, shall not be effective with respect to any commercial vehicle, or trailer component thereof, making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted streets or highways or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon the restricted streets or highways for which a building permit has previously been obtained.

(b) Subdivision (a) of this section is applicable to vehicles specified in subdivision (a) of Section 31303, except that an ordinance or resolution adopted pursuant to subdivision (a) of this section shall not permit the parking of those vehicles which is otherwise prohibited under this code.

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The purpose of this policy statement is to regulate a Residential Permit Parking Program heretofore established by the City Council.

A petition for a Residential Permit Parking Area shall be directed to the Traffic Safety Committee. Before further processing of a request for a Residential Parking Permit District the petition shall be signed by 60% of the owners within the proposed boundaries of the Residential Parking Permit District.

The Traffic Safety Committee shall direct the City Engineer to proceed with the processing of this program in conformance with the following stated procedures.

SECTION 1. Definitions

- (a) "Residential Area" shall mean a contiguous area consisting of primarily residential uses containing public streets or parts thereof;
- (b) "Residential Permit Parking Area" shall mean the adjacent public street frontage to a residential area designated as herein provided wherein resident motor vehicles displaying a valid permit as described herein shall be exempt from parking restrictions established pursuant to this policy statement;
- (c) "Resident Vehicle" shall mean a motor vehicle parked in a residential area in which it is registered with the State of California Department of Motor Vehicles or a similar registering entity;
- (d) "Commuter Vehicle" shall mean a motor vehicle, other than one described in subparagraph (e) herein, parked in a residential area in which it is not registered with the State of California Department of Motor Vehicles;
- (e) "Transient Vehicle" shall mean a motor vehicle which has been issued a temporary residential parking permit pursuant to this policy statement;
- (f) "Motor Vehicle" shall include an automobile, truck, recreation vehicle, motorcycle or other motor-driven or self-propelled form of transportation.

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(g) "Owns" shall mean that a person has at least one-quarter interest in a parcel of real property within a residential permit parking area.

(h) "Lease" shall mean that a person pays rent or other remuneration for use of a parcel of real property as his residence or place of business.

(i) "Person" shall mean natural person, joint venture, Joint Stock Company, partnership association, club, company, corporation, business trust, organization, or the agent, employee, lessee, manager, officer or servant of any of them.

(j) "City Engineer" shall mean the City Engineer of the City of National City or his designee.

(k) "Clerk" shall mean the person or officer who is or acts as clerk of the City Council of the City of National City.

l) "Code" shall mean National City Municipal Code.

SECTION 2. Designation of Residential Permit Parking Areas

(a) The City Council shall, upon the recommendation of the Traffic Safety Committee and subsequent to a public hearing consider for designation as residential permit parking areas those residential areas meeting and satisfying the objective criteria therefore established in this policy statement.

(b) The City Council shall then designate by resolution certain residential areas as residential permit parking areas in which motor vehicles displaying a valid parking permit may stand or be parked without limitations by parking time or parking area restrictions established by this policy statement. Said resolution shall also state the applicable parking regulation and period of the day for its application, and the fee to be charged upon permit issuance.

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SECTION 3. Designation Criteria

(a) A residential area shall be deemed eligible for consideration as a residential permit parking area if, based on studies prepared at the direction of the City Engineer, objective criteria establish that the residential area is impacted by commuter vehicles for any extended period during the day or night, or weekends, or during holidays.

(b) In determining whether a residential area identified as eligible for residential permit parking may be designated as a residential permit parking area, the City Council shall take into account factors which include but are not limited to the following:

(1) The extent of the desire and need for the residents for residential permit parking;

(2) The extent to which legal on-street parking spaces are occupied by motor vehicles during the period proposed for parking restriction;

(3) The extent to which vehicles parking in the area during the period proposed for parking restriction are commuter vehicles rather than resident vehicles;

(4) The extent to which motor vehicles registered to persons residing in the residential area cannot be accommodated by the number of available off-street parking spaces.

(c) The following are set forth as minimum criteria in determining whether to proceed with a recommendation for approval of a Residential Permit Parking District:

(1) The Residential Parking Permit District shall consist of at least one side of a street section between two consecutive intersecting streets.

(2) At least 70 percent of the available curbside parking spaces are occupied by commuter vehicles during the time the parking study is being conducted.

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SECTION 4. Designation Process

- (a) When directed to do so by the Traffic Safety Committee, the City Engineer shall cause to have such surveys and studies as are deemed necessary to determine whether a residential area is eligible for residential permit parking.
- (b) Upon the completion of the surveys or studies, the City Engineer shall provide a written report to the Traffic Safety Committee on the subject of:
- (1) Eligibility of the residential area under consideration for residential permit parking;
 - (2) Tentative boundaries for the proposed residential permit parking area; and
 - (3) Appropriate area prohibition or time limitation on parking and the period of the day for its application.
- (c) The Traffic Safety Committee shall review the report and its findings and subsequently make a recommendation to the City Council to approve or deny the proposed Residential Parking Permit District. The City Council at the next possible Council meeting following the Traffic Safety Committee meeting may set a date for a public hearing on the establishment of the proposed Residential Permit Parking District.
- (d) The Clerk shall cause notice of such hearing to be published twice in a local newspaper of general circulation in the city. The first publication shall be not less than ten days prior to the date of such hearing.
- (e) The City Engineer shall cause notice of such hearing to be posted conspicuously, at not more than one hundred foot intervals and at all street intersections, in the proposed residential permit parking area.
- (f) The notice shall clearly state the purpose of the hearing; the location and date and time of the hearing; the tentative boundaries of the proposed residential permit parking area; and that any interested person shall be entitled to appear and be heard.

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SECTION 5. Public Hearing

(a) At the public hearing, the City Council may review the written reports, surveys and studies, take public testimony and determine whether the proposed Residential Permit Parking District is justified and desired by the residents within the boundaries of the district and the immediate neighborhood. The City Council may then designate by resolution the new Residential Permit Parking District and direct the City Engineer to cause the appropriate signing of the District per Section 7.

SECTION 6. Issuance of Permits

(a) The City Engineer is hereby authorized and directed to issue, upon proper written application therefore, a parking permit. Each such permit shall list the license number of the motor vehicle for which it is issued, and the date when it was issued. No more than one parking permit shall be issued to each motor vehicle for which application is made. The City Engineer is authorized to issue such rules and regulations, not inconsistent with this policy statement, governing the manner in which persons shall qualify for parking permits;

(b) Parking permits may be issued for motor vehicles only upon application of the following persons;

(1) A legal resident of the residential permit parking area who has a motor vehicle registered in his/her name, or who has a motor vehicle for his/her exclusive use and under his/her control;

(2) A person who owns or leases commercial property and actively engages in business activity within a residential permit parking area. However, no more than one parking permit may be issued for each business establishment for a motor vehicle registered to or under the control of such a person.

(c) Proof of residency shall be demonstrated by providing rent or utility receipts or other such documents that verifies residency to the satisfaction of the City Engineer.

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(d) Proof of motor vehicle ownership or vehicle use and control shall be demonstrated by providing a valid vehicle registration card and a valid drivers license.

(e) Temporary residential parking permits may be issued for vehicles which are:

(1) Owned, rented or under the operational control of any person who owns or leases property in the residential permit area, or (2) used in providing services to persons or property in the residential permit area. Temporary residential parking permits may also be issued to vehicles owned by temporary visitors who are residing in the residential permit parking area. Such temporary residential parking permits shall have all of the rights and privileges of a regular permit. A temporary parking permit shall be valid for no more than fourteen days from the date of issuance. No resident of a residential permit parking area shall be issued more than two temporary parking permits at one time. A temporary residential parking permit issued to a vehicle providing services or to vehicles owned by temporary visitors shall be considered to be a temporary permit issued to the resident of the property where the services are provided or the temporary visitors are residing.

(f) Long-term visitor parking permits may be issued to residents of a permit district who require regular service or care over a long period of time. The resident must establish the need for a long-term permit by indicating a disability or a hardship situation that requires regular at-home care or some other assistance for a period of more than two weeks. A resident shall be limited to one such long-term visitor permit which may be transferable to the vehicles of multiple care or service providers. Each care or service provider shall register their vehicle(s) with the Engineering Department. The long-term permit shall be valid for one year after the date of issuance. Long-term visitor parking permits issued per this paragraph shall be counted against the permit limits of paragraph (g).

(g) The number of permits issued to any one address in a residential area shall be limited to the number of curbside spaces along the property frontage or two, whichever is greater. Non-single family residential addresses shall be limited to two permits. The determination of the number of spaces along the property frontage shall be made by the City Engineer.

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SECTION 7. Posting of Residential Permit Parking Area

Upon adoption by the City Council of a resolution designating a residential permit parking area, the City Engineer pursuant to Title II of the Code shall cause appropriate signs to be erected in the area indicating, prominently, thereon the area prohibition or time limitation, period of the day for its application, and conditions under which permit parking shall be exempt therefrom.

SECTION 8. Display of Permits

Permits shall be displayed in a manner determined by the Chief of Police.

SECTION 9. Permit Parking Exemptions

A resident motor vehicle or transient motor vehicle on which is displayed a valid parking permit as provided for herein shall be permitted to stand or be parked in a residential permit parking area without being limited by time restrictions or area prohibitions established pursuant to this policy. Said resident motor vehicle or transient motor vehicle shall not be exempt from parking restrictions or prohibitions established pursuant to an authority other than this policy. All other motor vehicles other than vehicles specified in Title II of the Code and vehicles where the operator or the passenger being transported by said vehicle displays a license issued under the provisions of Section 22511.5 of the California Vehicle Code, parked within a residential permit parking area shall be subject to the time restrictions or area prohibitions adopted as provided in this policy, as well as the penalties provided for herein.

A residential parking permit shall not guarantee or reserve to the holder thereof an on-street parking space within the designated residential permit parking area.

SECTION 10. Application for and Duration of Permit

Each parking permit issued by the City Engineer shall be valid for not more than one year from the date of issuance. Permits shall expire on the last day of the anniversary month of the formation of the area in such manner as may be required by the City Engineer. Each application or reapplication for a parking permit shall contain information sufficient to identify the applicant, his residence address or address of real property owned or

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leased within a residential permit parking area, and the license number of the motor vehicle for which application is made, and such other information that may be deemed relevant by the City Engineer.

SECTION 11. Permit Fees

- (a) The annual renewal fee for a residential parking permit shall be \$10.00 and shall be revised by resolution at such time when user fees in general are updated.
- (b) The fee for a temporary residential parking permit shall be two dollars (\$2.00).

SECTION 12. Penalty Provisions

- (a) It shall be unlawful and a violation of this policy unless expressly provided to the contrary herein, for any person to stand or park a motor vehicle for a period exceeding the time limitation or in violation of the area prohibition established pursuant hereto. Said violation shall be an infraction punishable in accordance with the provisions of Title II of the Code.
- (b) It shall be unlawful and a violation of this policy for a person to falsely represent himself as eligible for a parking permit or to furnish false information in an application therefore;
- (c) It shall be unlawful and a violation of this policy for a person holding a valid parking permit issued pursuant hereto to permit the use or display of such permit on a motor vehicle other than that for which the permit is used. Such conduct shall constitute an unlawful act and violation of this policy both by the person holding the valid parking permit and the person who uses or displays the permit on a motor vehicle other than that for which it is issued;
- (d) It shall be unlawful and a violation of this policy for a person to copy, produce or otherwise bring into existence a facsimile or counterfeit parking permit or permits without written authorization from the City Engineer or designate. It shall further be unlawful and a violation of this policy for a person to knowingly use or

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display a facsimile or counterfeit parking permit in order to evade area prohibitions or time limitations on parking applicable in a residential permit parking area. A violation of this subsection shall be a misdemeanor punishable in accordance with the provisions of Section 11.12 of the Code.

SECTION 13. Revocation of Permit

The City Engineer or designate is authorized to revoke the residential parking permit of any person found to be in violation of this policy and, upon written notification thereof, the person shall surrender such permit to the City Engineer. Failure when so requested to surrender a residential parking permit so revoked shall constitute a violation of law and of this policy.

SECTION 14. Severability

The provisions of this policy area severable and if any provisions, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, sections, words or parts of the policy or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this policy would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, section, word or part had not been included therein, or if such person or circumstance to which the policy or part thereof is held inapplicable had been specifically exempted therefrom.

SECTION 15. Sunset Provision and Removal of Designation.

(a) Each residential permit parking area may be re-evaluated for eligibility 2 years after the date of designation and every 2 years thereafter. The City Engineer shall apply the same criteria as provided in Section 3 to determine if the area is still eligible for the designation.

(b) The designation process set forth in this policy statement shall be utilized by the City Engineer and the City Council in determining whether to remove a designation as a residential permit parking area from a particular residential area or portion thereof.

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA ESTABLISHING RESIDENTIAL PERMIT PARKING DISTRICT “N” ON SOUTHSIDE OF 300 BLOCK EAST 27TH STREET AND BOTH SIDES OF “C” AVENUE, SOUTH OF 27TH STREET (TSC 2021-19)

WHEREAS, on June 19, 1984, the City of National City (“City”) City Council adopted Resolution No. 14,356 to establish a Residential Permit Parking Program (“Program”); and

WHEREAS, the City Council, by Resolution No. 14,357 adopted a policy for regulating said Program; and

WHEREAS, a petition was submitted to the City residents on 27th Street requesting that the City establish a Residential Parking District on the south side of East 27th Street and both sides of “C” Avenue, south of 27th Street due to apartments that are located on the north side of East 27th Street that has caused significant parking impacts; and

WHEREAS, the establishment of a Residential Permit Parking District is a potential solution for this issue since it would allow residents living in this area to park their vehicles in front of their houses; and

WHEREAS, the City’s Neighborhood Services Division’s Parking Enforcement Officers performed license plate surveys of vehicles parked in the proposed Parking District over a two-week period; and

WHEREAS, data showed that during three (3) days of the parking survey period, seventy percent (70%) or more of the on-street parking was occupied by commuter vehicles; and

WHEREAS, on October 13, 2021, City staff recommended and the Traffic Safety Committee approved the establishment of a Residential Permit Parking District “N” on the south side of 300 block East 27th Street and on both sides of “C” Avenue, south of 27th Street; and

WHEREAS, at its regular meeting of February 1, 2022, the City Council held a Public Hearing to consider the formation of Residential Permit Parking District “N” and received and considered oral and documentary evidence at that time regarding the matter.

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

Section 1: Establishes Residential Permit Parking District “N” on the south side of the 300 block East 27th Street and on both sides of “C” Avenue, south of 27th Street.

Resolution No. 2022 –
Page Two

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 1st day of February, 2022.

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 the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 2/1/2022

AGENDA ITEM NO. |

ITEM TITLE:

Adoption of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney.

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

DEPARTMENT: City Attorney

PHONE: 4222

APPROVED BY: *Charles E. Bell, Jr.*

EXPLANATION:

On September 7, 2021, the City Council directed staff to draft an ordinance amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney. An amendment will establish the City Attorney's role and authority in the National City Municipal Code. Additionally, an amendment will bring the City of National City in line with the City of Carlsbad, Chula Vista, Encinitas, Escondido, San Diego, San Marcos, Santee, and Vista. These cities also have an internal City Attorney Office.

On January 18, 2022, the City Council approved the first reading of the draft ordinance amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adoption of an Ordinance of the City Council of the City of National City, California, amending the National City Municipal Code Title 2 – Administration by adding Section 2.02 – City Attorney

BOARD / COMMISSION RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

- Ordinance

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADDING SECTION 2.02 TO TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE RELATING ADMINISTRATION AND SHALL BE TITLED, "CITY ATTORNEY"

CITY ATTORNEY SUMMARY

This Ordinance adds regulations to the City's municipal code "in that it adds" or "by adding" section 2.02 City Attorney to Title 2 – Administration.

WHEREAS, California Government Code Section 41801 provides that the City attorney shall advise the city officials in all legal matters pertaining to city business; and

WHEREAS, California Government Code Section 41803 further provides that the City attorney shall perform other legal services required from time to time by the legislative body; and

WHEREAS, the Office of the City Attorney will comply with the requirements of California Government Code Sections 41801-41805 and any other applicable laws.

TITLE 2 ADMINISTRATION

Section 2.02 – CITY ATTORNEY

2.02.010 Purpose and Authority

The City Attorney is established. The City Attorney shall be the Chief Legal Officer of the City and also serve as the City Prosecutor. The Office of the City Attorney and City Prosecutor shall be an entity separate and distinct from all other offices and departments. The City Attorney shall investigate and enforce City laws and regulations through office hearings and court proceedings, both civil and criminal. The City Attorney shall have the management and control of the Office of City Attorney and City Prosecutor subject to all applicable personnel ordinances, rules and regulations.

2.02.020 Appointment; Qualifications

The City Attorney shall be appointed by the City Council and shall serve at the pleasure of the City Council. The City Attorney shall be an attorney-at-law duly admitted to practice law in the State of California.

2.02.030 Powers and Duties

- A. City Attorney Generally. In addition to the City Attorney's general powers as the Chief Legal Officer of the City, and not as a limitation thereon, as the City's civil legal advisor the City Attorney shall:
 1. Serve as the General Counsel of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency,

the Parking Authority, the Housing Advisory Committee and the Joint Powers Financing Authority, as well as the subordinate commissions, boards, committees and advisory bodies of the City of National City;

2. Appoint and remove all such assistants, deputies, and clerical staff as the Council may authorize;
 3. Oversee the City Risk Manager's Administration of the City's Liability Risk Management Program;
 4. Have charge and control of all outside counsel engaged to advise the City Council and any officer or employee in all matters pertaining to their offices or duties, except as otherwise provided by law or legal ethics;
 5. Advise the City Council and all City officers and employees in all matters of law pertaining to their offices or duties, or select outside counsel to so advise such persons unless a different selection procedure has been adopted by the City Council;
 6. Represent and appear for the City and all current and former City officers and employees in any or all civil actions or proceedings in which the City, or any current or former City officer or employee thereof by reason of an act or omission in the scope of officer's or employee's employment is concerned or is a party, or shall select outside counsel to so represent and appear for such persons;
 7. Have charge and control of all civil actions and proceedings in which the City or any current for former City officer or employee is concerned or is a party by reason of an act or omission in the scope of his/her employment;
 8. Approve the form of all bonds given to the City and all specifications, requests for proposals, and contracts made by the City;
 9. Approve all proposed ordinances and resolutions for the City;
 10. Attend all City Council meetings, unless excused by the City Council;
 11. Attend such meetings of other boards and commissions of the City as the City Attorney deems appropriate or as the City Council may direct;
 12. Perform such other duties relating to the office as shall be required of the City Attorney by law, ordinance, or the City Council; and
 13. Perform all responsibilities of the City Attorney in conformity with the California Rules of Professional Conduct.
- B. City Prosecutor Generally. In addition to the City Prosecutor's general powers under the laws of the State of California, and not as a limitation thereon, as the City's legal advisor on criminal prosecution, the City Attorney shall:

1. Prosecute all misdemeanor and infraction offenses committed within the City arising out of violations of the laws of the City, and, when authorized by the laws of this State, prosecute misdemeanor offenses committed within the City arising out of violations of the laws of the State of California;
2. Handle all appeals arising as a consequence;
3. Draw complaints for such misdemeanors and infractions and prosecute all recognizances of bail bond forfeitures arising from or resulting from the commission of such offenses;
4. Have the power to issue subpoenas in a like manner as the district attorney under the authority of California Government Code Section 41803.7;
5. Perform such other duties relating to such office as shall be required by law, ordinance, or the City Council; and
6. Perform all responsibilities of the City Prosecutor in conformity with California Rules of Professional Conduct, a prosecutor's duty of independence and impartiality, and with unrestricted prosecutorial discretion.

2.02.040 Records.

- A. The City Attorney shall deliver all records, documents, and property of every description belonging to the Office of City Attorney and City Prosecutor or the City to the City Attorney's successor in office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City, California, does ordain as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of National City hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or invalid or ineffective.

SECTION 3. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the

City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. Effective Date. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

INTRODUCED by the City Council on January 18, 2022.

PASSED AND ADOPTED by the City Council of the City of National City, State of California, on February 1, 2022 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

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: [Introduction and First Reading of an Ordinance of the City Council of the City of National City, California Repealing and Replacing National City Municipal Code Chapter 2.75. entitled, Election Campaign Regulations. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Introduction and First Reading of an Ordinance of the City Council of the City of National City Repealing and Replacing National City Municipal Code Chapter 2.75, entitled, Election Campaign Regulations

PREPARED BY: Shelley Chapel, Deputy City Clerk

DEPARTMENT: City Clerk's Office

PHONE: 619-336-4228

APPROVED BY: *Shelley Chapel*

EXPLANATION:

In preparation for the Municipal Election November 2022, staff reviewed the current Municipal Code section regarding Election Campaign Regulations. This report provides staff's suggested changes to the current code to reflect current procedures, best practices and corrections to update the Ordinance to reflect the statutory authority of the California State Elections Code, Political Reform Act, and Government Code.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

This report does not reflect financial any changes to the budget at this time.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Introduction and First Reading of an Ordinance Repealing and Replacing National City Municipal Code Chapter 2.75, entitled, Election Campaign Regulations

BOARD / COMMISSION RECOMMENDATION:

None.

ATTACHMENTS:

Explanation
Ordinance – Strike thru version
Ordinance – Clean Version
|

EXPLANATION

REPEALING AND REPLACING CHAPTER 2.75, TITLED, "ELECTION CAMPAIGN REGULATIONS," TO THE NATIONAL CITY MUNICIPAL CODE

In preparation for the Municipal Election November 2022, staff has reviewed the current National City Municipal Code (NCMC) Section regarding Election Campaign Regulations. This report provides staff's suggested changes to the current code to reflect current procedures, best practices and corrections to update the Ordinance to reflect the statutory authority of the California State Elections Code, Political Reform Act, and Government Code.

Standard practice prior to an Election Year is for staff to review the City Municipal Code Section 2.75 Election Campaign Regulations. This section of the Code was recently updated and changes were effective January 1, 2021. However, during the current review, staff noted some inconsistencies in comparison to the State of California Elections Code, Political Reform Act and the Government Code.

Change in Definitions: Changes in staffing in the City Clerk's Office occurred in December of 2021, with a newly elected City Clerk and designated City Clerk staff overseeing the daily operations of the City Clerk's Office. The prior Elected City Clerk was also a member of staff making them responsible for daily operations in the City Clerk's Office. The position of City Clerk changed to a part-time ceremonial position with the November Election of 2021, and the Deputy City Clerk serves as the City Clerk in the absence of the Elected City Clerk. The Municipal Code needs to reflect the change in responsibility as the Deputy City Clerk is the Elections Official and FPPC Filing Officer for the City.

Addition of Chapter 2.75.025 Campaign Statements and Filing Fees: The addition of Chapter 2.75.025 Campaign Statements and Filing Fees provides codified responsibilities and timelines for posting Campaign Statements and Filings to the City website within three (3) City business days of receipt. Furthermore, the section provides for established penalties and remedies within the chapter and direction of any late filing fees received to be deposited into the General Fund to defray the cost of City Elections. Lastly, the Code has been updated to establish the filing fee of twenty-five (\$25) dollars for a Candidate's Nomination Papers. This is a fee charged by the County of San Diego Registrar of Voters for each set of Candidates Nomination Papers received for verification of signatures qualifying a potential Candidate. In the past, the City has subsidized this fee, and would now collect directly from the candidates. The City Clerk shall deposit all fees received into the General Fund.

Adding Section 2.75.030 Campaign Contributions – Limitations and Exclusions: This change provides additional language to include Anonymous Contributions, Extensions of Credit, Candidate Loan to Campaign, Cash Contributions, Contributions of one-hundred (\$100) dollars or more, and Identification of Contributors. This change aligns our Code with the Political Reform Act and Fair Political Practices Commission Regulations (FPPC) and increases transparency of candidates and the use of campaign funds.

Section 2.75.050 Retention of Records: Updated to reflect current retention requirements in compliance with FPPC Regulation. Changes in the law in 2018, effective January 2019 required Candidates and their Committees to retain all records, including original source documentation such as bank statements and other records reflecting account activity, and copies of completed campaign statements.

Section 2.75.060 Electioneering: Updated to reflect the current Elections Code Section 319.5 by adding that Electioneering includes Vote-by-Mail Ballot Drop boxes, loitering near or disseminating visible or audible electioneering information.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REPEALING AND REPLACING CHAPTER 2.75, TITLED, "ELECTION CAMPAIGN REGULATIONS", TO THE NATIONAL CITY MUNICIPAL CODE

WHEREAS, in order to protect the integrity of the electoral process, and to serve the best interests of the people of National City, it is the desire of the City Council to adopt realistic and enforceable regulations applicable to political campaign contributions; and

WHEREAS, such regulations may be enacted pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, and are specifically authorized by Sections 81013 and 85703(a) of the Government Code, found in the Political Reform Act of 1974; and

WHEREAS, the regulations hereby enacted are intended to supplement the provisions of state law with regard to the making, acceptance, expenditure, and reporting of campaign contributions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY ORDAINS AS FOLLOWS:

Section 1. That Chapter 2.75 includes amendments to the National City Municipal Code, to read as follows:

CHAPTER 2.75

ELECTION CAMPAIGN REGULATIONS

Sections

2.75.010 Purpose and Intent

2.75.020 Definitions

2.75.025 – Campaign Statements and Filing Fees 2.75.030 Campaign Contributions – Limitations and Exclusions

2.75.040 Campaign Expenditures – Uncontrolled by Candidate or Committee

2.75.050 Retention of Records

2.75.060 Electioneering

2.75.070 City Measures -- Exemption

2.75.080 Duties of City Clerk

2.75.090 Effect of Receipt of Funds on Voting

2.75.100 Enforcement Authority

2.75.110 Enforcement – Criminal or Civil Liability

2.75.120 Enforcement – Administrative

2.75.130 Civil Actions by Residents

2.75.140 Time for Commencement of Actions

2.75.010 Purpose and Intent. It is the purpose and intent of the City Council in enacting this Chapter:

- A. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns in City elections.
- B. To preserve an orderly political forum in which individuals may express themselves effectively.
- C. To prevent the exercise by campaign contributors of potential undue or improper influence over elected officials.
- D. To promote participation in government and foster trust that the democratic process is not subverted by affluent special interest groups.
- E. To provide for the full and fair enforcement of the provisions of this chapter.

2.75.020 Definitions. For the purposes of this chapter, the words and phrases used herein shall have the meanings ascribed to them by the Political Reform Act of 1974, Government Code Section 82000 et seq., except as follows:

- A. "Candidate" applies to persons seeking an elective City office.
- B. "City Clerk" also applies to Deputy City Clerk as the person in the City Clerk's Office responsible for the daily operations and City Clerk in the absence of the elected City Clerk.
- C. "City Election" means any primary, general, or special election, including recall election, held within the City of National City, for elective City office.
- D. "Committee" means a candidate's controlled committee or a committee formed primarily to support or oppose a candidate, or a city general purpose committee active only in the City.
- E. "Contribution" shall have the same meaning as set forth in Government Code Section 82015, but with respect to an election for City office, except that the exclusion set forth therein for costs of a meeting or fund-raising event in the home or office of the occupant shall be limited to costs of \$1,000.00 or less.
- F. "Controlled Committee" means a committee which is controlled directly or indirectly

by a candidate or which acts jointly with a candidate or controlled committee in connection with the making of expenditures. A candidate controls a committee if he or she, his or her agent, or any other committee he or she controls, has a significant influence on the actions or decisions of the committee.

- G. "Electioneering" means the visible display or audible dissemination of information that advocates for or against any candidate.
- H. "Elective City Office" means member of the City Council, including the Mayor.
- I. "Enforcement Authority" means the special counsel, officer, agent, or entity designated by action of the City Attorney to enforce the provisions of this chapter. Nothing in this chapter shall be construed as limiting the authority of any law enforcement agency or prosecuting attorney from enforcing the provisions of this chapter where such law enforcement agency or prosecuting attorney otherwise has lawful authority to do so.
- J. "Expenditure" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure is made on the date the payment is made or on the date consideration, if any, is received, whichever is earlier.
- K. "General Purpose Committee" shall have the same meaning as set forth in Government Code Section 82027.5.
- L. "Independent Committee" means a committee that receives contributions or makes expenditures for the purpose of influencing or attempting to influence a City election, which is not made with the cooperation, consultation, or in concert with, or at the request or suggestion of, any candidate or his or her committee, or any of their agents.
- M. "Individual" means a natural person, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, labor union, committee, and any other organization or group of persons acting in concert, who meets the definition set forth in Government Code Section 82047. "Individual" does not include a Political Party Committee, a Political Action Committee, or an Independent Committee.
- N. "Political Action Committee" means an organization that pools campaign contributions from members and donates those contributions to campaigns for or against candidates or ballot measures.

- O. "Party Committee" means the state central committee or county central committee of an organization that meets the requirements for recognition as a political party pursuant to Section 5100 or 5151 of the Elections Code.

2.75.025 – Campaign Statements and Filing Fees

A. Campaign Statements.

Each Candidate and each Committee shall be required to file those campaign statements required by the Political Reform Act of 1974 in the manner required by the Act. Campaign statements filed with the City Clerk shall be a matter of public record. The City Clerk shall, within three (3) City business days of the date of filing, post copies of campaign statements online at the City's website if filed in paper. Campaign Statements filed through the City's Electronic Filing software are posted immediately after filing.

B. Late Filing of Campaign Statements.

If any Person files a campaign statement after any deadline imposed, they shall, in addition to any other penalties or remedies established by this chapter, be liable to the City Clerk in the amounts as set forth by State guidelines per calendar day until the statement is filed. The City Clerk shall deposit any funds received under this section into the General Fund of the City to defray the cost of City Elections.

C. Filing Fees.

A filing fee of twenty-five (\$25) dollars is established for a Candidate's Nomination Papers for City Elective Office. The filing fee shall be paid to the City Clerk by each Candidate for a City Elective Office at the time the Candidate's Nomination Paper is filed with the City Clerk, in addition to the Candidate statement fees determined in February of each odd numbered year. The City Clerk shall deposit all fees received into the General Fund. All filing fees and Candidate Statement Fees are non-refundable. (Government Code Section 10228).

2.75.030 Campaign Contributions – Limitations and Exclusions.

- A. Contributions by individuals to candidates or controlled committees. No individual shall make any contribution to a candidate and/or the candidate's controlled committee, with respect to any single City election, which will cause the total amount contributed by such individual to the candidate and the candidate's controlled committee, when combined, to exceed one-thousand (\$1000.00) dollars in a calendar year.
- B. Acceptance or solicitation by candidates or controlled committees from individuals. No candidate or controlled committee, including the candidate's campaign treasurer, shall solicit or accept any contribution from any individual with respect to any single City election, which will cause the total amount contributed by such individual to the candidate and the candidate's controlled committee, when combined, to exceed one-thousand (\$1,000.00) dollars in a calendar year.

- C. Contributions by candidates. The provisions of subsections A and B of this section shall not apply to contributions from a candidate to his or her controlled committee, nor to the expenditure by the candidate of his or her personal funds on behalf of his or her own candidacy.
- D. Contributions by political party committees, political action committees and independent committees to candidates or controlled committees. No political party committee, political action committee or independent committee, shall make any contribution to a candidate and/or the candidate's controlled committee, with respect to any single City election, which will cause the total amount contributed to the candidate and the candidate's controlled committee, when combined, to exceed two-thousand (\$2,000) dollars in a calendar year.
- E. Acceptance or solicitation by candidates or controlled committees from political party committees, political action committees and independent committees. No candidate or controlled committee, including the candidate's campaign treasurer, shall solicit or accept any contribution from any political party committee, political action committee, or independent committee, with respect to any single City election, which will cause the total amount accepted by such political party committee, political action committee, or independent committee to the candidate and the candidate's controlled committee, when combined, to exceed two-thousand (\$2,000) dollars in a calendar year.
- F. Family contributions. Contributions by spouses shall be treated as separate contributions and shall not be aggregated. Contributions by children under eighteen (18) years of age shall be treated as contributions attributed equally to each parent or guardian.
- G. Anonymous Contributions. No Candidate or Controlled Committee, including the Candidate's Treasurer, shall accept anonymous Contributions of one-hundred (\$100) dollars or more. No person shall make a Contribution or loan for any other Person under an assumed name or under the name of any other Person.
- H. Extensions of Credit. Extensions of credit for a period of more than thirty days are prohibited. Extensions of credit of more than one thousand dollars annually are prohibited. Provided, however, a Candidate may personally borrow an unlimited amount and such funds shall be considered a Contribution by the Candidate to himself or herself; provided, further, that such transaction is fully disclosed and documented in accordance with applicable law.
- I. Candidate Loan to Campaign. If a Candidate is loaning the campaign money, such loan is required to be reported on Fair Political Practices Commission (FPPC) campaign filing forms in accordance with the applicable state law.
- J. Cash Contributions. No Candidate or Controlled Committee, including the

Candidate's campaign treasurer, shall solicit or accept any cash Contribution from any Person totaling one hundred dollars or more. A cash Contribution shall not be deemed received if it is not negotiated or deposited, and is returned to the contributor before the closing date of the campaign statement on which the Contribution would otherwise be reported. If a cash Contribution, other than a late Contribution, as defined by Section 82036 of the Political Reform Act, is negotiated or deposited, it shall not be deemed received if it is refunded within seventy-two hours of receipt. In the case of a late Contribution, as defined by Section 82036 of the Political Reform Act, it shall not be deemed received if it is returned to the Contributor within forty-eight hours of receipt.

- K. Contributions of One Hundred Dollars or More. All Contributions totaling one hundred (\$100) dollars or more must be made by check, web portal, or electronic application which accepts Payments that are recordable. Contributions totaling one hundred dollars or more made by money order, cashier's check, or traveler's cheque are prohibited and must be returned to the contributor.
- L. Identification of Contributors. No Contribution shall be deposited into a Candidate or Committee's City Election campaign account totaling twenty-five dollars or more unless the full name, street address including zip code, are on file with the Candidate or Committee receiving the Contribution. For Contributions totaling one hundred dollars or more, the contributor's occupation and employer's name, or if self-employed, the name of the business of the Person making the Contribution, must also be recorded.
- M . Applicability of section to candidate and committees. The provisions of this section are applicable to any contributions made to a candidate or controlled committee whether used by such candidate or controlled committee to finance a current campaign, to pay debts incurred in prior campaigns, or otherwise.
- N . Contributions by city contractors. No individual who contracts with the City of National City, either for the rendition of personal services or for the furnishing of any materials, supplies, or equipment to the City, or for the sale or lease of any land or building, to or from the City, shall make any contribution to a City candidate or controlled committee at any time between the commencement of negotiations for and (i) the completion of performance of such contract or (ii) the termination of negotiations for such contract, whichever occurs later.
- O . Contributions from City employees.
 1. It is unlawful for a candidate or a candidate's controlled committee, to solicit, directly or indirectly, a contribution from a City employee with knowledge that the person from whom the contribution is solicited is a City employee.

2. This subsection shall not prohibit a candidate or a candidate's controlled committee from soliciting contributions from City employees if the solicitation is part of a solicitation made to a significant segment of the public that may include City employees, and the solicitation does not otherwise violate the provisions of this chapter.

3. Nothing in this subsection prohibits a City employee from making a contribution to a candidate, and nothing in this subsection prohibits a candidate from accepting a contribution from a City employee.

4. As used in this subsection, the term "City employee" means any employee of the City of National City (City) or any of its organizational subdivisions, agencies, offices, boards, commissions, or committees.

- P. Aggregation of contributions from different individuals financed, maintained, or controlled by same individual. Contributions from different individuals, but which are financed, maintained, or controlled by the same individual, shall be aggregated for purposes of the contribution limits of subsections A and B of this section. All contributions made by an individual whose contribution activity is financed, maintained, or controlled by an individual, shall be deemed to be made by the same individual.
- Q. A contribution drawn from a checking account or credit card account held by an individual doing business as a sole proprietorship is considered a contribution from that individual for purposes of this subsection, and may lawfully be received by a candidate for elected City office. A non-monetary contribution in the form of goods and services donated by an individual doing business as a sole proprietorship is considered a contribution from that individual for purposes of this subsection, and may lawfully be received by a candidate for elective City office and reported on Campaign Statement as In-Kind Contribution.
- R. Adjustments for cost of living. The campaign contribution limits and contribution acceptance and solicitation limits specified in subsections A, B, C and D of this section shall be adjusted in February of each odd-numbered year commencing in 2023, for changes in the Consumer Price Index (CPI) over the previous two-year period. The City Clerk shall apply the annual percent change in the CPI for All Urban Consumers (CPI-U) for the San Diego Metropolitan Area to determine the appropriate rate of increase or decrease. Adjustments made pursuant to this subsection shall be rounded to the nearest five (\$5.00) dollars.

2.75.040 Campaign Expenditures - Uncontrolled by Candidate or Committee.

Persons or organizations not subject to the control of a candidate or committee, but who make independent expenditures for or against a candidate or committee, shall indicate clearly on any material published, displayed, or broadcast the names of the persons or organizations who made the expenditures, the true names of any persons on whose behalf the expenditures were made, and that the expenditures were not authorized by a candidate or committee.

2.75.050 Retention of Records.

The candidate, committee, or authorized agent thereof shall retain all campaign records for a period of five (5) years, if unsuccessful, and indefinitely, if successful, after the election. This includes all receipts, and bank records in compliance with FPPC Regulation 18401(11)(B)(b)(2).

2.75.060 Electioneering.

It is unlawful for any person to participate in electioneering as a candidate, for a candidate, committee, or any other election campaign on City-owned property or at a City-hosted or City-sponsored event. This includes, but is not limited to, any of the following:

- A. A display of a candidate's name, likeness, or logo.
- B. A display of a ballot measure number, title, subject, or logo.
- C. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information.
- D. Dissemination of audible electioneering information.
- E. At Vote-by-Mail Ballot Drop boxes, loitering near or disseminating visible or audible electioneering information.

2.75.070 City Measures - Exemptions.

This chapter shall not apply to contributions or expenditures by a person or committee on behalf of a committee supporting or opposing a City measure.

2.75.080 Duties of City Clerk.

In addition to other duties of the City Clerk under the terms of this chapter, the City Clerk must:

- A. Supply appropriate forms and manuals prescribed by the California Fair Political Practices Commission (FPPC). These forms and manuals must be furnished to all candidates and committees, and to all other persons required to report;
- B. Determine whether required documents have been filed, and if so, whether they conform with the requirements of state law;
- C. Notify promptly all persons and known committees who have failed to file a document in the form and at the time required by state law;
- D. Report apparent violations of this chapter and applicable state law to the Enforcement Authority;
- E. Compile and maintain a current list of all statements or parts of statements filed with the City Clerk's office pertaining to each candidate and each measure;
- F. Cooperate with the City Attorney and Enforcement Authority in the performance of the duties of the Enforcement Authority as prescribed in this chapter and applicable state laws.

2.75.090 Effect of Receipt of Funds on Voting.

Within twelve (12) months after receiving income totaling one-thousand (\$1,000.00) dollars or more from any source, no holder of elective City Office shall make, participate in making, or attempt to influence, any government decision or action that will have a reasonably foreseeable material financial effect on any source of income that is distinguishable from its effect on the public generally, or on a significant segment of the public, as defined in the Political Reform Act of 1974.

2.75.100 Enforcement Authority.

- A. Role of City Attorney. The City Attorney shall not investigate or prosecute any alleged violations of this chapter, but shall defend the constitutionality and legality of this chapter in any civil proceedings in which the City or City Council is a party.
- B. Role of Special Counsel. Review of complaints of violation of this chapter and criminal prosecution, shall be conducted only by special counsel who shall be the District Attorney, the Attorney General, or such other qualified and independent special counsel, or combination of the foregoing, as may be appointed by the City

Attorney. All special counsel shall have the authority to prosecute any and all Municipal Code violations of this chapter. However, Special Counsel other than the Attorney General or District Attorney, shall not have authority to prosecute matters exclusively within the powers of the Attorney General or District Attorney under Government Code Section 91001. Special counsel shall also conduct civil litigation to compel compliance with this chapter or to enjoin conduct in violation of this chapter, and shall conduct administrative enforcement under Section 2.75.120 of this chapter.

- C. Appointment of Special Counsel. At least ninety (90) days prior to a City Election, Special Counsel shall be appointed by the City Attorney. Should the appointment of additional Special Counsel become necessary or appropriate, the City Attorney may appoint such additional Special Counsel as may be required. The appointment of Special Counsel shall be in writing, and copies of the written appointment shall be provided to the City Council, City Manager, and City Clerk. The cost of Special Counsel shall be paid from the City General Fund. Any activity by the Special Counsel in accordance with this chapter, shall not be subject to review or control by the City Attorney or City Council.
- D. Initiation of Investigations. Any person residing in the City who believes that a violation of this chapter has occurred, may file a written complaint requesting investigation of such violation by the Special Counsel. If the Special Counsel determines that there is reason to believe a violation of this chapter has occurred, the special counsel shall conduct an investigation and may commence such civil criminal, or administrative legal action as he or she deems necessary for the enforcement of this chapter.
- E. Investigative Powers of Special Counsel. The Special Counsel shall have such investigative powers as are necessary for the performance of duties described in this article, and may be furnished records of campaign contributions and expenditures of any person or committee. In the event that production of such records is refused, the Special Counsel may commence civil litigation to compel such production.
- F. Immunity of Special Counsel. The Special Counsel shall be immune from liability for enforcement of this chapter.

2.75.110 Enforcement – Criminal or Civil Liability.

- A. Criminal and Civil Liability. Any knowing or willful violation of any provision of this chapter may be prosecuted either as an infraction or misdemeanor, at the discretion of the prosecutor. In addition to any other penalty provided by law, any willful or knowing failure to report truthfully any contribution or expenditure, shall be punishable by a fine of not less than one-thousand (\$1,000.00) dollars. The campaign treasurer of any committee shall be both criminally and civilly liable for any violation of this article by the committee. In addition, the candidate shall be

both criminally and civilly liable for any violation by a committee controlled by the candidate.

- B. Forfeiture of Contributions. In any legal action brought under this chapter for injunctive relief or civil liability, where it is determined that a candidate or committee has accepted a contribution or contributions in excess of the applicable limits set forth in this chapter, the full amount of said contribution(s) shall be forfeited to the City's General Fund. If funds are not available in the election campaign account for this purpose, the candidate or campaign treasurer shall be personally liable to pay said amount to the City's General Fund.

2.75.120 Enforcement – Administrative

- A. Additional to Other Remedies. The remedies provided for by this section are in addition to all other legal remedies, civil or criminal, which may be pursued by the City to address any violation of this chapter.
- B. Notice and Order. Whenever the Special Counsel appointed pursuant to Section 2.75.100, determines that there is probable cause that a violation of one or more provisions of this chapter has occurred or exists, a written notice and order may be issued to the alleged violator.
- C. Contents of Notice and Order. The Notice and Order shall refer to the code section violated and describe how the sections are or have been violated, and the dates of all violations. The notice and order shall also state a date, time and place for a hearing which shall be held no fewer than ten (10) days following service of the notice.
- D. Service of Notice and Order. The Notice and Order shall be served upon the alleged violator by personal service, or by certified mail, with postage prepaid and return receipt requested.
- E. Designation of Hearing Officer. The City Attorney shall designate a hearing officer, who shall not be a City employee. The compensation of the hearing officer, if any, shall be paid by the City. The retention and compensation of the hearing officer shall not be directly or indirectly conditioned upon the outcome of the hearing.
- F. Violation Established by Preponderance of Evidence. At the hearing, the hearing officer shall consider whether a preponderance of evidence demonstrates the existence of a violation.
- G. Conduct of Hearing. Hearings shall be conducted in an expeditious manner to enable all interested parties to present relevant evidence. Formal rules of evidence shall not be applied. Time limits for presenting evidence, order of testimony,

handling of exhibits, and similar matters, shall be determined at the discretion of the hearing officer. The alleged violator or any other interested persons may present testimony or documentary evidence concerning the existence of the violations, and the alleged violator may cross-examine witnesses. The hearing officer may continue the hearing to obtain additional evidence, or for other good cause.

- H. Failure to Attend Hearing. Failure of the alleged violator to attend the hearing shall constitute an admission of the violation by the alleged violator and a failure to exhaust administrative remedies that may bar judicial review.
- I. Decision by Hearing Officer. After considering all the testimony and the evidence submitted at the hearing, the hearing officer shall issue a written decision, including findings regarding the existence of each violation, the reasons for the decision, and providing notice of the right to judicial review. The written decision shall be issued within thirty (30) days of the conclusion of the hearing, and served on the alleged violator within ten (10) days of its issuance. The decision shall be final upon service upon the alleged violator, subject only to judicial review as permitted by law.
- J. Imposition of Penalty. If the hearing officer finds by a preponderance of the evidence that the alleged violator committed the violation, the hearing officer shall impose a penalty and a date the penalty and any costs of the hearing shall be due and payable by the violator.
- K. Amount of Penalty. The administrative penalty for a violation of this chapter shall be a maximum one-thousand (\$1,000.00) dollars per violation, and the maximum total penalty shall not exceed ten-thousand (\$10,000.00) dollars. In determining the amount of penalty to be imposed, the hearing officer shall consider the following factors: duration of the violation, frequency of recurrence of the violation, seriousness of the violation, history of violations, good faith effort of the violator to correct the violation, economic effect of the violation on the violator, impact of the violation on the community and the City, and any other relevant factors that justice may require.
- L. Failure to Pay Penalty. Upon the failure of any person to pay the assessed administrative penalty by the date specified in the hearing officer's decision, the unpaid amount shall constitute a personal obligation of the violator. The City Attorney shall collect the obligation by use of any appropriate legal means.
- M. Judicial Review. Any person subject to the decision of the hearing officer, may obtain judicial review of the decision pursuant to the provisions of Government Code Section 53069.4.

2.75.130 Civil Actions by Residents.

- A. Any resident of the City may bring a civil action regarding the provisions of this chapter, as follows:
1. To enjoy an actual or threatened violation;
 2. To compel compliance by a private person;
 3. To obtain declaratory relief.
- B. Any action brought under this Section 2.75.130, shall be commenced within six (6) months of the time the alleged violation occurred.

2.75.140 Time for Commencement of Actions. Except as provided in Section 2.75.130, any action brought alleging violation of this chapter must be commenced within two (2) years of the date of the alleged violation.

Section 2. That this Ordinance shall become effective on March 18, 2022.

PASSED and ADOPTED this ____ day of February 15, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr.
City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REPEALING AND REPLACING CHAPTER 2.75, TITLED, "ELECTION CAMPAIGN REGULATIONS," TO THE NATIONAL CITY MUNICIPAL CODE

WHEREAS, in order to protect the integrity of the electoral process, and to serve the best interests of the people of National City, it is the desire of the City Council to adopt realistic and enforceable regulations applicable to political campaign contributions; and

WHEREAS, such regulations may be enacted pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, and are specifically authorized by Sections 81013 and 85703(a) of the Government Code, found in the Political Reform Act of 1974; and

WHEREAS, the regulations hereby enacted are intended to supplement the provisions of state law with regard to the making, acceptance, expenditure, and reporting of campaign contributions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY ORDAINS AS FOLLOWS:

Section 1. That Chapter 2.75 includes amendments to the National City Municipal Code, to read as follows:

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- A. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns in City elections.
- B. To preserve an orderly political forum in which individuals may express themselves effectively.
- C. To prevent the exercise by campaign contributors of potential undue or improper influence over elected officials.
- D. To promote participation in government and foster trust that the democratic process is not subverted by affluent special interest groups.
- E. To provide for the full and fair enforcement of the provisions of this chapter.

2.75.020 Definitions. For the purposes of this chapter, the words and phrases used herein shall have the meanings ascribed to them by the Political Reform Act of 1974, Government Code Section 82000 et seq., except as follows:

- A. "Candidate" applies to persons seeking an elective City office.
- B. "City Clerk" also applies to Deputy City Clerk as the person in the City Clerk's Office responsible for the daily operations and City Clerk in the absence of the elected City Clerk.
- C. "City Election" means any primary, general, or special election, including recall election, held within the City of National City, for elective City office.
- D. "Committee" means a candidate's controlled committee or a committee formed primarily to support or oppose a candidate, or a city general purpose committee active only in the City.
- E. "Contribution" shall have the same meaning as set forth in Government Code Section 82015, but with respect to an election for City office, except that the exclusion set forth therein for costs of a meeting or fund-raising event in the home or office of the occupant shall be limited to costs of \$1,000.00 or less.
- F. "Controlled Committee" means a committee which is controlled directly or indirectly by a candidate or which acts jointly with a candidate or controlled committee in connection with the making of expenditures. A candidate controls a committee if he or she, his or her agent, or any other committee he or she controls, has a

significant influence on the actions or decisions of the committee.

- G. "Electioneering" means the visible display or audible dissemination of information that advocates for or against any candidate.
- H. "Elective City Office" means member of the City Council, including the Mayor.
- I. "Enforcement Authority" means the special counsel, officer, agent, or entity designated by action of the City Attorney to enforce the provisions of this chapter. Nothing in this chapter shall be construed as limiting the authority of any law enforcement agency or prosecuting attorney from enforcing the provisions of this chapter where such law enforcement agency or prosecuting attorney otherwise has lawful authority to do so.
- J. "Expenditure" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure is made on the date the payment is made or on the date consideration, if any, is received, whichever is earlier.
- K. "General Purpose Committee" shall have the same meaning as set forth in Government Code Section 82027.5.
- L. "Independent Committee" means a committee that receives contributions or makes expenditures for the purpose of influencing or attempting to influence a City election, which is not made with the cooperation, consultation, or in concert with, or at the request or suggestion of, any candidate or his or her committee, or any of their agents.
- M. "Individual" means a natural person, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, labor union, committee, and any other organization or group of persons acting in concert, who meets the definition set forth in Government Code Section 82047. "Individual" does not include a Political Party Committee, a Political Action Committee, or an Independent Committee.
- N. "Political Action Committee" means an organization that pools campaign contributions from members and donates those contributions to campaigns for or against candidates or ballot measures.
- O. "Party Committee" means the state central committee or county central committee of an organization that meets the requirements for recognition as a political party pursuant to Section 5100 or 5151 of the Elections Code.

2.75.025 – Campaign Statements and Filing Fees

A. Campaign Statements.

Each Candidate and each Committee shall be required to file those campaign statements required by the Political Reform Act of 1974 in the manner required by the Act. Campaign statements filed with the City Clerk shall be a matter of public record. The City Clerk shall, within three (3) City business days of the date of filing, post copies of campaign statements online at the City's website if filed in paper. Campaign Statements filed through the City's Electronic Filing software are posted immediately after filing.

- B. **Late Filing of Campaign Statements.**
If any Person files a campaign statement after any deadline imposed, they shall, in addition to any other penalties or remedies established by this chapter, be liable to the City Clerk in the amounts as set forth by State guidelines per calendar day until the statement is filed. The City Clerk shall deposit any funds received under this section into the General Fund of the City to defray the cost of City Elections.
- C. **Filing Fees.**
A filing fee of twenty-five (\$25) dollars is established for a Candidate's Nomination Papers for City Elective Office. The filing fee shall be paid to the City Clerk by each Candidate for a City Elective Office at the time the Candidate's Nomination Paper is filed with the City Clerk, in addition to the Candidate statement fees determined in February of each odd numbered year. The City Clerk shall deposit all fees received into the General Fund. All filing fees and Candidate Statement Fees are non-refundable. (Government Code Section 10228).

2.75.030 Campaign Contributions – Limitations and Exclusions.

- A. Contributions by individuals to candidates or controlled committees. No individual shall make any contribution to a candidate and/or the candidate's controlled committee, with respect to any single City election, which will cause the total amount contributed by such individual to the candidate and the candidate's controlled committee, when combined, to exceed one-thousand (\$1000.00) dollars in a calendar year.
- B. Acceptance or solicitation by candidates or controlled committees from individuals. No candidate or controlled committee, including the candidate's campaign treasurer, shall solicit or accept any contribution from any individual with respect to any single City election, which will cause the total amount contributed by such individual to the candidate and the candidate's controlled committee, when combined, to exceed one-thousand (\$1,000.00) dollars in a calendar year.
- C. Contributions by candidates. The provisions of subsections A and B of this section shall not apply to contributions from a candidate to his or her controlled committee, nor to the expenditure by the candidate of his or her personal funds on behalf of his or her own candidacy.
- D. Contributions by political party committees, political action committees and independent committees to candidates or controlled committees. No political party committee, political action committee or independent committee, shall make any contribution to a candidate and/or the candidate's controlled committee, with respect to any single City election, which will cause the total amount contributed to the candidate and the candidate's controlled committee, when combined, to exceed two-thousand (\$2,000) dollars in a calendar year.
- E. Acceptance or solicitation by candidates or controlled committees from political party committees, political action committees and independent committees. No candidate or controlled committee, including the candidate's campaign treasurer, shall solicit or accept any contribution from any political party committee, political action committee, or independent committee, with respect to any single City election, which will cause the total amount accepted by such political party committee, political action committee, or independent committee to the candidate

and the candidate's controlled committee, when combined, to exceed two-thousand (\$2,000) dollars in a calendar year.

- F. Family contributions. Contributions by spouses shall be treated as separate contributions and shall not be aggregated. Contributions by children under eighteen (18) years of age shall be treated as contributions attributed equally to each parent or guardian.
- G. Anonymous Contributions. No Candidate or Controlled Committee, including the Candidate's Treasurer, shall accept anonymous Contributions of one-hundred (\$100) dollars or more. No person shall make a Contribution or loan for any other Person under an assumed name or under the name of any other Person.
- H. Extensions of Credit. Extensions of credit for a period of more than thirty days are prohibited. Extensions of credit of more than one thousand dollars annually are prohibited. Provided, however, a Candidate may personally borrow an unlimited amount and such funds shall be considered a Contribution by the Candidate to himself or herself; provided, further, that such transaction is fully disclosed and documented in accordance with applicable law.
- I. Candidate Loan to Campaign. If a Candidate is loaning the campaign money, such loan is required to be reported on Fair Political Practices Commission (FPPC) campaign filing forms in accordance with the applicable state law.
- J. Cash Contributions. No Candidate or Controlled Committee, including the Candidate's campaign treasurer, shall solicit or accept any cash Contribution from any Person totaling one hundred dollars or more. A cash Contribution shall not be deemed received if it is not negotiated or deposited, and is returned to the contributor before the closing date of the campaign statement on which the Contribution would otherwise be reported. If a cash Contribution, other than a late Contribution, as defined by Section 82036 of the Political Reform Act, is negotiated or deposited, it shall not be deemed received if it is refunded within seventy-two hours of receipt. In the case of a late Contribution, as defined by Section 82036 of the Political Reform Act, it shall not be deemed received if it is returned to the Contributor within forty-eight hours of receipt.
- K. Contributions of One Hundred Dollars or More. All Contributions totaling one hundred (\$100) dollars or more must be made by check, web portal, or electronic application which accepts Payments that are recordable. Contributions totaling one hundred dollars or more made by money order, cashier's check, or traveler's cheque are prohibited and must be returned to the contributor.
- L. Identification of Contributors. No Contribution shall be deposited into a Candidate or Committee's City Election campaign account totaling twenty-five dollars or more unless the full name, street address including zip code, are on file with the Candidate or Committee receiving the Contribution. For Contributions totaling one hundred dollars or more, the contributor's occupation and employer's name, or if self-employed, the name of the business of the Person making the Contribution, must also be recorded.
- M. Applicability of section to candidate and committees. The provisions of this section are applicable to any contributions made to a candidate or controlled committee whether used by such candidate or controlled committee to finance a current campaign, to pay debts incurred in prior campaigns, or otherwise.

- N. Contributions by city contractors. No individual who contracts with the City of National City, either for the rendition of personal services or for the furnishing of any materials, supplies, or equipment to the City, or for the sale or lease of any land or building, to or from the City, shall make any contribution to a City candidate or controlled committee at any time between the commencement of negotiations for and (i) the completion of performance of such contract or (ii) the termination of negotiations for such contract, whichever occurs later.
- O. Contributions from City employees.
1. It is unlawful for a candidate or a candidate's controlled committee, to solicit, directly or indirectly, a contribution from a City employee with knowledge that the person from whom the contribution is solicited is a City employee.
 2. This subsection shall not prohibit a candidate or a candidate's controlled committee from soliciting contributions from City employees if the solicitation is part of a solicitation made to a significant segment of the public that may include City employees, and the solicitation does not otherwise violate the provisions of this chapter.
 3. Nothing in this subsection prohibits a City employee from making a contribution to a candidate, and nothing in this subsection prohibits a candidate from accepting a contribution from a City employee.
 4. As used in this subsection, the term "City employee" means any employee of the City of National City (City) or any of its organizational subdivisions, agencies, offices, boards, commissions, or committees.
- P. Aggregation of contributions from different individuals financed, maintained, or controlled by same individual. Contributions from different individuals, but which are financed, maintained, or controlled by the same individual, shall be aggregated for purposes of the contribution limits of subsections A and B of this section. All contributions made by an individual whose contribution activity is financed, maintained, or controlled by an individual, shall be deemed to be made by the same individual.
- Q. A contribution drawn from a checking account or credit card account held by an individual doing business as a sole proprietorship is considered a contribution from that individual for purposes of this subsection, and may lawfully be received by a candidate for elected City office. A non-monetary contribution in the form of goods and services donated by an individual doing business as a sole proprietorship is considered a contribution from that individual for purposes of this subsection, and may lawfully be received by a candidate for elective City office and reported on Campaign Statement as In-Kind Contribution.
- R. Adjustments for cost of living. The campaign contribution limits and contribution acceptance and solicitation limits specified in subsections A, B, C and D of this section shall be adjusted in February of each odd-numbered year commencing in 2023, for changes in the Consumer Price Index (CPI) over the previous two-year period. The City Clerk shall apply the annual percent change in the CPI for All Urban Consumers (CPI-U) for the San Diego Metropolitan Area to determine the appropriate rate of increase or decrease. Adjustments made pursuant to this subsection shall be rounded to the nearest five (\$5.00) dollars.

2.75.040 Campaign Expenditures - Uncontrolled by Candidate or Committee.

Persons or organizations not subject to the control of a candidate or committee, but who make independent expenditures for or against a candidate or committee, shall indicate clearly on any material published, displayed, or broadcast the names of the persons or organizations who made the expenditures, the true names of any persons on whose behalf the expenditures were made, and that the expenditures were not authorized by a candidate or committee.

2.75.050 Retention of Records.

The candidate, committee, or authorized agent thereof shall retain all campaign records for a period of five (5) years, if unsuccessful, and indefinitely, if successful, after the election. This includes all receipts, and bank records in compliance with FPPC Regulation 18401(11)(B)(b)(2).

2.75.060 Electioneering.

It is unlawful for any person to participate in electioneering as a candidate, for a candidate, committee, or any other election campaign on City-owned property or at a City-hosted or City-sponsored event. This includes, but is not limited to, any of the following:

- A. A display of a candidate's name, likeness, or logo.
- B. A display of a ballot measure number, title, subject, or logo.
- C. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information.
- D. Dissemination of audible electioneering information.
- E. At Vote-by-Mail Ballot Drop boxes, loitering near or disseminating visible or audible electioneering information.

2.75.070 City Measures - Exemptions.

This chapter shall not apply to contributions or expenditures by a person or committee on behalf of a committee supporting or opposing a City measure.

2.75.080 Duties of City Clerk.

In addition to other duties of the City Clerk under the terms of this chapter, the City Clerk must:

- A. Supply appropriate forms and manuals prescribed by the California Fair Political Practices Commission (FPPC). These forms and manuals must be furnished to all candidates and committees, and to all other persons required to report;
- B. Determine whether required documents have been filed, and if so, whether they conform with the requirements of state law;

- C. Notify promptly all persons and known committees who have failed to file a document in the form and at the time required by state law;
- D. Report apparent violations of this chapter and applicable state law to the Enforcement Authority;
- E. Compile and maintain a current list of all statements or parts of statements filed with the City Clerk's office pertaining to each candidate and each measure;
- F. Cooperate with the City Attorney and Enforcement Authority in the performance of the duties of the Enforcement Authority as prescribed in this chapter and applicable state laws.

2.75.090 Effect of Receipt of Funds on Voting.

Within twelve (12) months after receiving income totaling one-thousand (\$1,000.00) dollars or more from any source, no holder of elective City Office shall make, participate in making, or attempt to influence, any government decision or action that will have a reasonably foreseeable material financial effect on any source of income that is distinguishable from its effect on the public generally, or on a significant segment of the public, as defined in the Political Reform Act of 1974.

2.75.100 Enforcement Authority.

- A. **Role of City Attorney.**
The City Attorney shall not investigate or prosecute any alleged violations of this chapter, but shall defend the constitutionality and legality of this chapter in any civil proceedings in which the City or City Council is a party.
- B. **Role of Special Counsel.**
Review of complaints of violation of this chapter and criminal prosecution, shall be conducted only by Special Counsel who shall be the District Attorney, the Attorney General, or such other qualified and independent special counsel, or combination of the foregoing, as may be appointed by the City Attorney. All special counsel shall have the authority to prosecute any and all Municipal Code violations of this chapter. However, special counsel other than the Attorney General or District Attorney, shall not have authority to prosecute matters exclusively within the powers of the Attorney General or District Attorney under Government Code Section 91001. Special Counsel shall also conduct civil litigation to compel compliance with this chapter or to enjoin conduct in violation of this chapter, and shall conduct administrative enforcement under Section 2.75.120 of this chapter.
- C. **Appointment of Special Counsel.**
At least ninety (90) days prior to a City Election, Special Counsel shall be appointed by the City Attorney. Should the appointment of additional Special Counsel become necessary or appropriate, the City Attorney may appoint such additional Special Counsel as may be required. The appointment of Special Counsel shall be in writing, and copies of the written appointment shall be provided to the City Council, City Manager, and City Clerk. The cost of Special Counsel shall be paid from the City General Fund. Any activity by the Special Counsel in accordance with this chapter, shall not be subject to review or control by the City Attorney or City Council.

- D. **Initiation of Investigations.**
Any person residing in the City who believes that a violation of this chapter has occurred, may file a written complaint requesting investigation of such violation by the Special Counsel. If the Special Counsel determines that there is reason to believe a violation of this chapter has occurred, the Special Counsel shall conduct an investigation and may commence such civil criminal, or administrative legal action as he or she deems necessary for the enforcement of this chapter.
- E. **Investigative Powers of Special Counsel.**
The Special Counsel shall have such investigative powers as are necessary for the performance of duties described in this article, and may be furnished records of campaign contributions and expenditures of any person or committee. In the event that production of such records is refused, the special counsel may commence civil litigation to compel such production.
- F. **Immunity of Special Counsel.**
The Special Counsel shall be immune from liability for enforcement of this chapter.

2.75.110 Enforcement – Criminal or Civil Liability.

- A. **Criminal and Civil Liability.**
Any knowing or willful violation of any provision of this chapter may be prosecuted either as an infraction or misdemeanor, at the discretion of the prosecutor. In addition to any other penalty provided by law, any willful or knowing failure to report truthfully any contribution or expenditure, shall be punishable by a fine of not less than one-thousand (\$1,000.00) dollars. The campaign treasurer of any committee shall be both criminally and civilly liable for any violation of this article by the committee. In addition, the candidate shall be both criminally and civilly liable for any violation by a committee controlled by the candidate.
- B. **Forfeiture of Contributions.**
In any legal action brought under this chapter for injunctive relief or civil liability, where it is determined that a candidate or committee has accepted a contribution or contributions in excess of the applicable limits set forth in this chapter, the full amount of said contribution(s) shall be forfeited to the City's General Fund. If funds are not available in the election campaign account for this purpose, the candidate or campaign treasurer shall be personally liable to pay said amount to the City's General Fund.

2.75.120 Enforcement – Administrative

- A. **Additional to Other Remedies.**
The remedies provided for by this section are in addition to all other legal remedies, civil or criminal, which may be pursued by the City to address any violation of this chapter.
- B. **Notice and Order.**
Whenever the Special Counsel appointed pursuant to Section 2.75.100, determines that there is probable cause that a violation of one or more provisions of this chapter has occurred or exists, a written notice and order may be issued to the alleged violator.

- C. **Contents of Notice and Order.**
The Notice and Order shall refer to the code section violated and describe how the sections are or have been violated, and the dates of all violations. The notice and order shall also state a date, time and place for a hearing which shall be held no fewer than ten (10) days following service of the notice.
- D. **Service of Notice and Order.**
The Notice and Order shall be served upon the alleged violator by personal service, or by certified mail, with postage prepaid and return receipt requested.
- E. **Designation of Hearing Officer.**
The City Attorney shall designate a hearing officer, who shall not be a City employee. The compensation of the hearing officer, if any, shall be paid by the City. The retention and compensation of the hearing officer shall not be directly or indirectly conditioned upon the outcome of the hearing.
- F. **Violation Established by Preponderance of Evidence.**
At the hearing, the hearing officer shall consider whether a preponderance of evidence demonstrates the existence of a violation.
- G. **Conduct of Hearing.**
Hearings shall be conducted in an expeditious manner to enable all interested parties to present relevant evidence. Formal rules of evidence shall not be applied. Time limits for presenting evidence, order of testimony, handling of exhibits, and similar matters, shall be determined at the discretion of the hearing officer. The alleged violator or any other interested persons may present testimony or documentary evidence concerning the existence of the violations, and the alleged violator may cross-examine witnesses. The hearing officer may continue the hearing to obtain additional evidence, or for other good cause.
- H. **Failure to Attend Hearing.**
Failure of the alleged violator to attend the hearing shall constitute an admission of the violation by the alleged violator and a failure to exhaust administrative remedies that may bar judicial review.
- I. **Decision by Hearing Officer.**
After considering all the testimony and the evidence submitted at the hearing, the hearing officer shall issue a written decision, including findings regarding the existence of each violation, the reasons for the decision, and providing notice of the right to judicial review. The written decision shall be issued within thirty (30) days of the conclusion of the hearing, and served on the alleged violator within ten (10) days of its issuance. The decision shall be final upon service upon the alleged violator, subject only to judicial review as permitted by law.
- J. **Imposition of Penalty.**
If the hearing officer finds by a preponderance of the evidence that the alleged violator committed the violation, the hearing officer shall impose a penalty and a date the penalty and any costs of the hearing shall be due and payable by the violator.
- K. **Amount of Penalty.**
The administrative penalty for a violation of this chapter shall be a maximum one-thousand (\$1,000.00) dollars per violation, and the maximum total penalty shall not exceed ten-thousand (\$10,000.00) dollars. In determining the amount of penalty

to be imposed, the hearing officer shall consider the following factors: duration of the violation, frequency of recurrence of the violation, seriousness of the violation, history of violations, good faith effort of the violator to correct the violation, economic effect of the violation on the violator, impact of the violation on the community and the City, and any other relevant factors that justice may require.

- L. **Failure to Pay Penalty.**
Upon the failure of any person to pay the assessed administrative penalty by the date specified in the hearing officer's decision, the unpaid amount shall constitute a personal obligation of the violator. The City Attorney shall collect the obligation by use of any appropriate legal means.
- M. **Judicial Review.**
Any person subject to the decision of the hearing officer, may obtain judicial review of the decision pursuant to the provisions of Government Code Section 53069.4.

2.75.130 Civil Actions by Residents.

- A. Any resident of the City may bring a civil action regarding the provisions of this chapter, as follows:
1. To enjoin an actual or threatened violation;
 2. To compel compliance by a private person;
 3. To obtain declaratory relief.
- B. Any action brought under this Section 2.75.130, shall be commenced within six (6) months of the time the alleged violation occurred.

2.75.140 Time for Commencement of Actions.

Except as provided in Section 2.75.130, any action brought alleging violation of this chapter must be commenced within two (2) years of the date of the alleged violation.

Section 2. That this Ordinance shall become effective on February 18, 2022.

PASSED and ADOPTED this ____ day of January 18, 2022.

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 establishment of a General Fund appropriation of \\$1,000,000 and corresponding revenue budget for the Las Palmas Pool Widening project. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING

February 1, 2022

AGENDA ITEM

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the establishment of a General Fund appropriation of \$1,000,000 and corresponding revenue budget for the Las Palmas Pool Widening project.

PREPARED BY:

Roberto Yano, Director of Public Works /
City Engineer

PHONE: 619-336-4383

EXPLANATION:

See attached explanation.

DEPARTMENT: Engineering and Public Works

APPROVED BY: 

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Expenditure: 001-409-500-598 (Las Palmas Pool Widening project)- \$1,000,000

ENVIRONMENTAL

CEQA Notice of Exemption will be filed with the County Recorder's Office prior to construction.

ORDINANCE: INTRODUCTION

FINAL ADOPTION

STAFF

Adopt Resolution authorizing the establishment of a General Fund appropriation of \$1,000,000 and corresponding revenue budget for the Las Palmas Pool Widening project.

BOARD / COMMISSION

N/A

ATTACHMENTS

1. Explanation
2. Resolution

Explanation

The City Council has authorized \$2.5 million for the Las Palmas Pool re-plastering and re-decking emergency project (Las Palmas Pool Emergency Project). In addition, the City Council has expressed the desire to increase the pool's capacity for both programming opportunities and swimming time for City residents. As plans and specifications were developed for the Las Palmas Pool Emergency Project, staff and the City's consultant suggested that the expansion of the width of the pool by 10 feet (Las Palmas Pool Widening Project), in addition to the approved scope of work, would have positive benefits for the community including:

- Expanded pool size will increase lap and recreational swimming by 100% for both programmed and free swimming
- The pool size would be brought up to the standard for competition at the high school and collegiate level

Widening the pool an additional 10 feet along its length will allow for greater flexibility for programming and free swim. As programmed and free swim could then take place at the same time, it would increase pool use significantly. The key is that the added width creates the ability to build different configurations for pool use, which allows for greater usability – more people can use the pool at any given time.

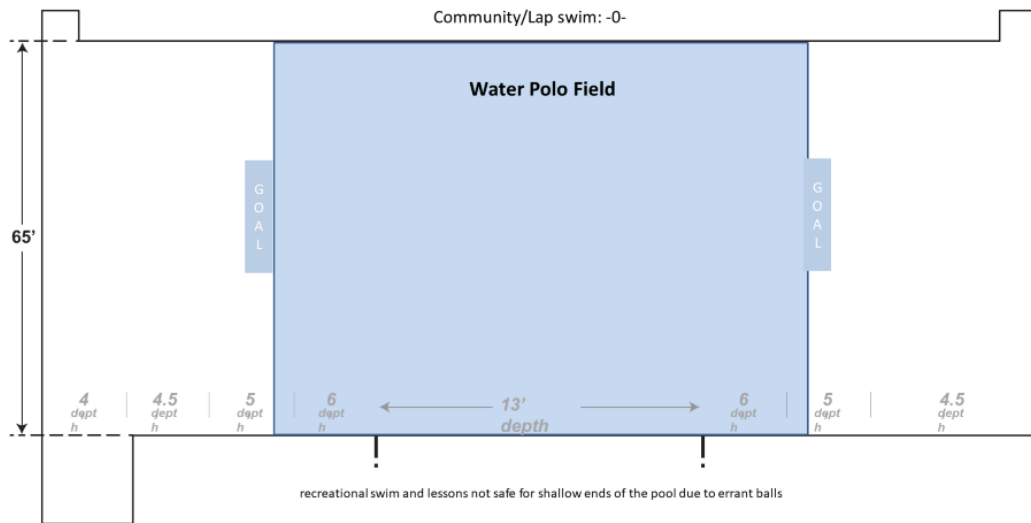
	Current Configuration	Proposed Configuration	% Increase in Participation	Comment
Water Polo	Team members: 14 Community/lap swim: 0	Team members: 14 Community/Lap Swim: 40	385%	Widened pool allows for multi-function programming
GEX Aqua	GEX Aqua: 8 Community /Lap Swim: 16	GEX Aqua: 32 Community /Lap Swim: 64	400%	New configuration would allow for greater use in shallower areas
High Schools/Rentals with Community/Lap Swim	Community/Lap Swim: 32	Community/Lap Swim: 64	100%	New configuration would increase usability

Currently, the pool is less than 22 yards wide. However, 25 yards for the “short course” is the standard length for high school and collegiate competition. In order to create the 25-yard short course necessary for competition, bulkheads are put in place to create the 25-yard length on the long course, which shrinks the available open pool space dramatically. By widening the pool by 10 feet along its length, the pool would be configured into more usable lane space, while still maintaining a revenue stream to offset operational costs to the city. The pool widening increases the usability of the pool significantly and

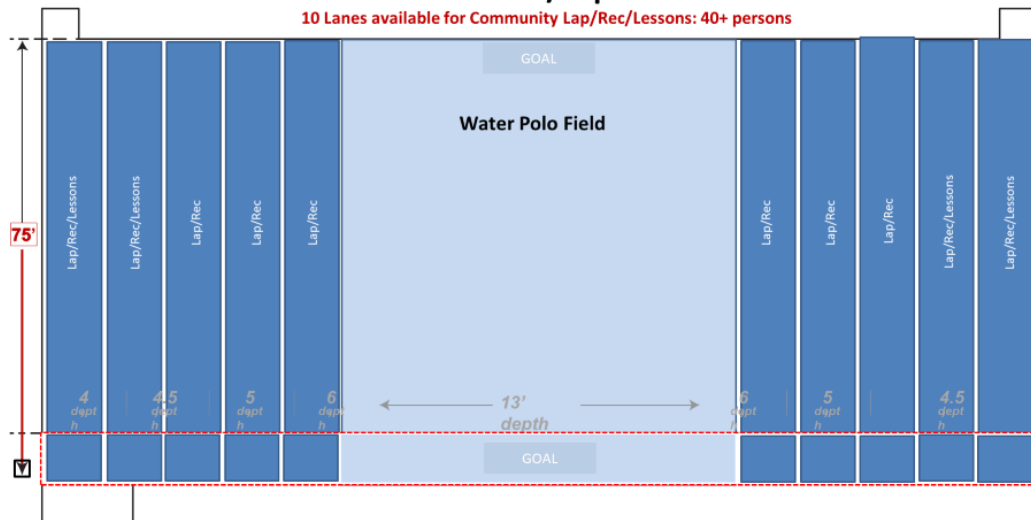
creates a more sustainable resource that can be enjoyed by future generations of National City residents.

Water Polo: The short course field option allows water polo while also maximizing the pool space on the outside and shallower ends of the pool. Increasing the pool width allows for 10 lanes to be utilized for lap swim or recreational swim. The diagrams below show the current configuration for water polo. This configuration does not allow for any Community/Lap swim simply because of the danger of an errant ball being tossed into the community area. The pool expansion would allow for a re-configuration of the water polo field with the goals now placed on the long edges of the pool. This would allow for Community/Lap swim to take place as any risk would be minimized.

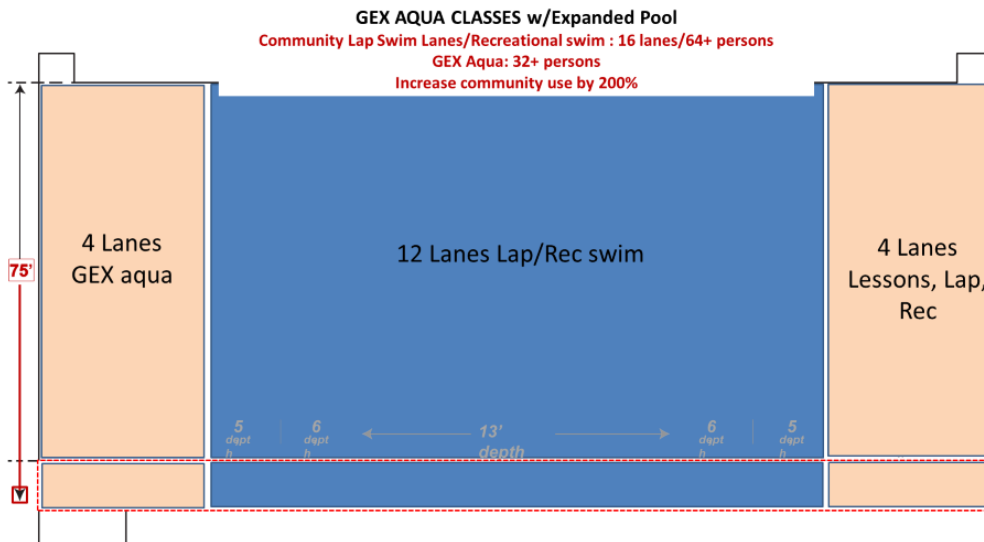
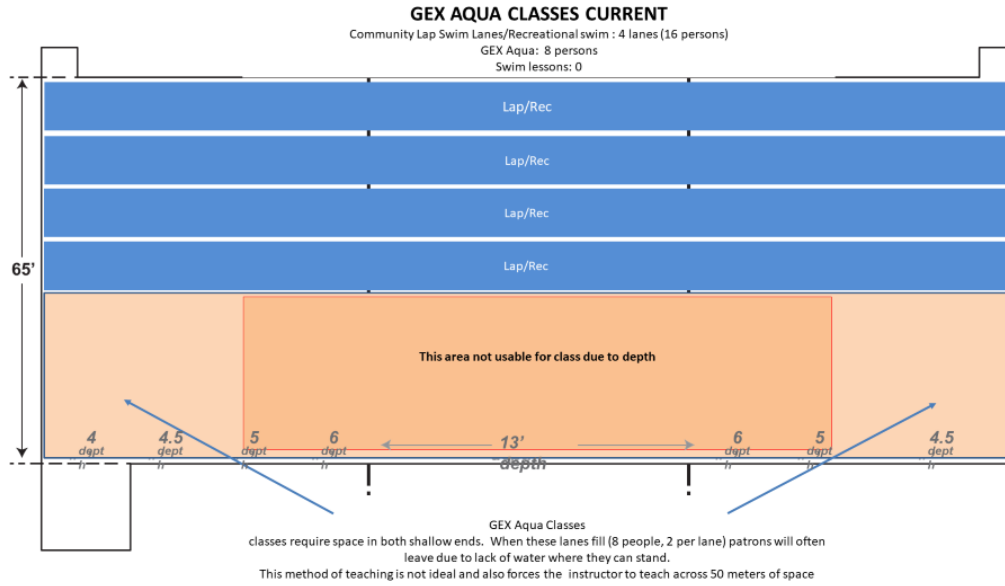
WATER POLO CURRENT



WATER POLO W/Expanded Pool

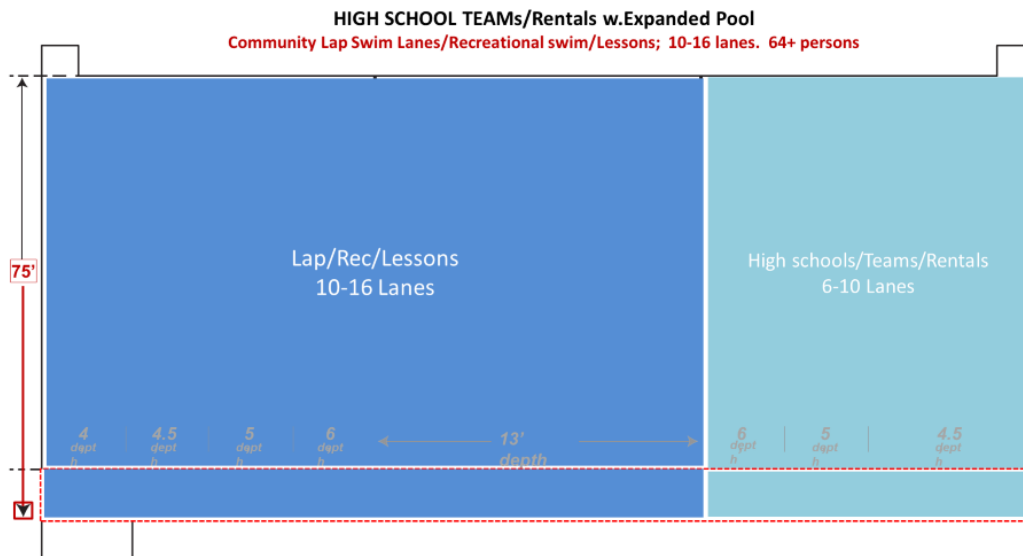
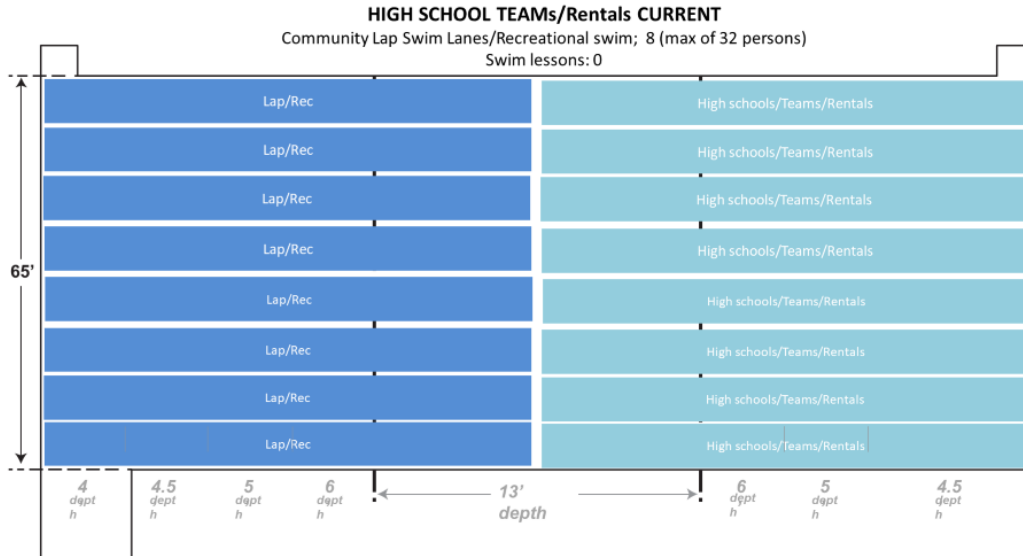


GEX Aqua Classes: These classes require space in the shallow ends of the pool. When these lanes fill, patrons will often leave due to lack of water where they can stand. Increasing the pool width creates 12 short-course lanes for lap swim or recreational swim, while maximizing the space for GEX Aqua classes and water walking. It creates more versatility and usability within the available pool space. Many participants who prefer water-walking as a low impact way of maintaining or increasing flexibility and strength will now have a greater area to exercise.



High School Swim Teams: Currently, only 32 persons can occupy the pool space for Community/Lap swim during the time that a swim team is renting a portion of the pool. With the expansion of the pool, high school teams can utilize the lanes on the short course, which allows for greater usability of the

remaining portion of the pool for Community/Lap swim. With this configuration, the possibilities for use expand significantly, as seen by the diagram below.



This configuration would increase recreational programming to offer: lap swim, water walking, swim lessons.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF A GENERAL FUND APPROPRIATION OF \$1,000,000 AND CORRESPONDING REVENUE BUDGET FOR THE LAS PALMAS POOL WIDENING PROJECT

WHEREAS, the City of National City (“City”) City Council has authorized \$2.5 million for the Las Palmas Pool re-plastering and re-decking emergency project (“Las Palmas Pool Emergency Project”); and

WHEREAS, the City Council has expressed the desire to increase the pool’s capacity for both programming opportunities and swimming time for City residents; and

WHEREAS, as plans and specifications were developed for the Las Palmas Pool Emergency Project, City staff and the City’s consultant suggested that the expansion of the width of the pool by ten (10) feet (“Las Palmas Pool Widening Project”), in addition to the approved scope of work, would have positive benefits for the community; and

WHEREAS, the Las Palmas Pool Widening Project will widen the pool by ten (10) feet along its length would configure into more usable lane space, while still maintaining a revenue stream to offset operational costs to the City; and

WHEREAS, the current preliminary estimate for the Las Palmas Pool Widening Project is \$1,000,000 and will be refined when the plans and specifications are finalized; and

WHEREAS, City staff recommends City Council authorize the establishment of a General Fund appropriation of \$1,000,000 and corresponding revenue budget for the Las Palmas Pool Widening Project.

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

Section 1: Authorizes establishing a General Fund appropriation of \$1,000,000 and corresponding revenue budget for the Las Palmas Pool Widening Project.

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 1st day of February, 2022.

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: [Update on the American Rescue Plan Act Final Rule and Resolution of the City Council of the City of National City, California, allocating \\$4M of the American Rescue Plan Act funding for General Fund Budget Offsets in Fiscal Year 2022-2023 and Fiscal Year 2023-2024. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Update on the American Rescue Plan Act Final Rule and Resolution of the City Council of the City of National City, California, allocating \$4M of the American Rescue Plan Act funding for General Fund Budget Offsets in Fiscal Year 2022-2023 and Fiscal Year 2023-2024.

PREPARED BY: Molly Brennan, Administrative Services Director **DEPARTMENT:** Finance

PHONE: 619-336-4265

APPROVED BY: _____

Molly Brennan

EXPLANATION:

See attached staff report

FINANCIAL STATEMENT:

APPROVED: _____

Molly Brennan

FINANCE

APPROVED: _____

MIS

Allocating \$4M to General Fund offsets will increase the General Fund's revenue by \$2M in fiscal year 2022-2023 and \$2M in fiscal year 2023-2024.

ENVIRONMENTAL REVIEW:

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

ORDINANCE:

INTRODUCTION

FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution allocating \$4M of ARPA funding to General Fund Offsets to be split between Fiscal Year 2022-2023 and Fiscal Year 2023-2024.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. U.S. Treasury - Overview of the Final Rule
3. Resolution



City Council Staff Report

February 1, 2022

AGENDA ITEM:

Update on the American Rescue Plan Act Final Rule and Resolution to allocate \$4M of the American Rescue Plan Act funding for General Fund Budget Offsets.

EXPLANATION:

In March 2021, a \$1.9 trillion economic stimulus bill titled the American Rescue Plan Act of 2021 (ARPA) was enacted by the federal government. Of the \$1.9 trillion, \$350 billion was allocated for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and promote economic growth. The Federal Government refers to this portion of the stimulus bill as the Coronavirus State and Local Fiscal Recovery Funds. Of the \$350 billion, the City of National City is receiving \$18,010,907. The City has received half of the funding, \$9,005,453.50, and will receive the other half around June 2022. The City is required to submit quarterly expenditure reports to Treasury and annual revenue loss reports. All expenditures need to be incurred by December 31, 2024 and paid by December 31, 2026.

The U.S. Treasury issued an Interim Final Rule with guidance on eligible uses for the funds in May of 2021. In January 2022, the U.S. Treasury released a Final Rule, which incorporated some of the feedback the Department received from public agencies like us. While the overarching funding objectives remain the same, the adjustments made in the Final Rule expand National City's ability to spend the funds and reduces the amount of work staff will spend tracking and reporting on the funds.

The four funding objectives of the State and Local Fiscal Recovery Funds remain:

1. Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
2. Replace lost public sector revenue to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
3. Respond to the negative economic impacts of the pandemic, including assistance to households, small businesses, and non-profits, and aid to impacted industries.
4. Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The biggest and most impactful change made in the Final Rule, is the City's ability to take a standard allowance of \$10M in the revenue loss category without needing to prove specific

revenue loss based on the calculation methodology previously defined by Treasury. This \$10M portion of the total \$18M ARPA allocation to National City can be spent on any general governmental services.

The Final Rule also made the following changes:

- Clarified that capital expenditures are allowed if they support a COVID-19 public health or economic response
- Expanded the definition of households and communities that have been “impacted” or disproportionately impacted” by the pandemic
- Streamlines options to provide premium pay to essential workers, while maintaining focus on lower-income workers
 - Maintained telecommuting exemption
 - Allows premium pay for employees over wage threshold who are not exempt from FLSA overtime
- Broadened eligible water, sewer, and broadband infrastructure projects

An in-depth overview of the Final Rule provided by U.S. Treasury is included as Attachment 2 to this agenda item.

In October and December 2021, City Council adopted a spending plan for approximately \$6M of the total \$18M ARPA allocation. The table below lists the adopted spending plan to date.

American Rescue Plan Act Adopted Spending Plan	
Description	Amount
FY22 General Fund Expenditure Offsets	\$ 2,060,000
Premium Pay to City Employees	\$ 1,340,000
Replaster Las Palmas Pool	\$ 1,000,000
Las Palmas Pool Deck Rehab	\$ 1,250,000
Las Palmas & Kimball Park CIP Design & Community Outreach	\$ 200,000
Total	\$ 5,850,000
Remaining Balance for Future Spending Plan	\$ 12,160,907

During previous City Council meetings related to ARPA, City staff recommended allocating \$6M of the funding to General Fund offsets at approximately \$2M per year between Fiscal Year (FY) 2021-2022 and 2023-2024. These offsets are projects, programs, and staffing that were already planned and budgeted, but are eligible to be paid with ARPA funds. By shifting those expenditures from the General Fund to ARPA funding, the General Fund savings can reduce the anticipated budget deficit and free up the revenue needed to afford the upcoming increases in personnel expenditures. City Council has already formalized the allocation of \$2M for FY 2021-2022 General Fund expenditures. Staff is returning this evening to request allocation of the remaining \$4M for the following two fiscal years. In total, the \$6M of General Fund offsets

can be counted as part of City's \$10M revenue loss allowance and can be reported to the U.S. Treasury as offsetting any expenditure for general governmental services.

By allocating an additional \$4M of ARPA funds tonight, the new spending plan will total \$9,850,000 with a remaining balance to allocate of \$8,160,907. Plans for the remaining balance are being addressed in another agenda item this evening, along with a community outreach process that will be incorporated into the FY 2022-2023 Capital Improvement Plan budget development and future City Council budget discussions.

Staff Recommendation.

- 1) Adopt a resolution allocating \$4M of ARPA funds to General Fund offsets in Fiscal Years 2022-2023 and 2023-2024.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



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Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction’s specific revenue loss each year using Treasury’s formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for “impacted” and “disproportionately impacted” classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA’s Clean Water State Revolving Fund, EPA’s Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

- 1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.**

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

- 2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.**

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> • Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) • Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> • Types of responses can include a program, service, or capital expenditure • Response should be related and reasonably proportional to the harm • Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	<ul style="list-style-type: none"> • Final Rule presumes certain populations and classes are impacted and disproportionately impacted 	<ul style="list-style-type: none"> • Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.



Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children’s Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area’s median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury’s standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).



Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury’s presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.

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Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue or gross receipts
- ✓ Financial insecurity
- ✓ Increased costs
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- ✓ Technical assistance, counseling, or other services to support business planning

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic’s increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees.

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “nonprofit”—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. **Designating an impacted industry.** There are two main ways an industry can be designated as "impacted."
 1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
 2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. **Providing eligible aid to the impacted industry.** Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.



PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government’s ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee’s time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees’ time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

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Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee’s pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee’s regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



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- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)



CAPITAL EXPENDITURES

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic’s public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic’s impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients’ analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.



- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- ✘ Construction of new correctional facilities as a response to an increase in rate of crime
- ✘ Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- ✘ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> • Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) • Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	<ul style="list-style-type: none"> • Types of responses can include a program, service, or capital expenditure • Response should be related and reasonably proportional to the harm • Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
 - **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
 - **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
 - **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
 - **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.
2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- ✓ Health care
- ✓ Emergency response
- ✓ Sanitation, disinfection & cleaning
- ✓ Maintenance
- ✓ Grocery stores, restaurants, food production, and food delivery
- ✓ Pharmacy
- ✓ Biomedical research
- ✓ Behavioral health
- ✓ Medical testing and diagnostics
- ✓ Home and community-based health care or assistance with activities of daily living
- ✓ Family or child care
- ✓ Social services
- ✓ Public health
- ✓ Mortuary
- ✓ Critical clinical research, development, and testing necessary for COVID-19 response
- ✓ State, local, or Tribal government workforce
- ✓ Workers providing vital services to Tribes
- ✓ Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- ✓ Solid waste or hazardous materials management, response, and cleanup
- ✓ Work requiring physical interaction with patients
- ✓ Dental care
- ✓ Transportation and warehousing
- ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.



- 3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency.** Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:
- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
 - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
 - If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

- ✓ Participate in the FCC’s Affordable Connectivity Program (ACP)
- ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - ✗ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
 - ✗ Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



U.S. DEPARTMENT OF THE TREASURY

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ALLOCATING \$4,000,000.00 OF THE AMERICAN RESCUE PLAN ACT FUNDING FOR GENERAL FUND BUDGET OFFSETS IN FISCAL YEAR 2022-2023 AND FISCAL YEAR 2023-2024

WHEREAS, in March 2021, a \$1.9 trillion economic stimulus bill titled the American Rescue Plan Act of 2021 (“ARPA”) was enacted by the federal government; and

WHEREAS, of the \$1.9 trillion, \$350 billion was allocated for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and promote economic growth; and

WHEREAS, of the \$350 billion, the City of National City (“City”) is receiving \$18,010,907.00; and

WHEREAS, the City has received half of the funding, \$9,005,453.50, and will receive the other half around June 2022; and

WHEREAS, the City is required to submit quarterly expenditure reports to U.S. Department of Treasury (“U.S. Treasury”) and annual revenue loss reports and all expenditures need to be incurred by December 31, 2024 and paid by December 31, 2026; and

WHEREAS, the U.S. Treasury issued an Interim Final Rule with guidance on eligible uses for the funds in May of 2021 and in January 2022, the U.S. Treasury released a Final Rule, which incorporated some of the feedback the Department received from public agencies; and

WHEREAS, the adjustments made in the Final Rule expand National City’s ability to spend the funds and reduce the amount of work staff will spend tracking and reporting on the funds; and

WHEREAS, during previous City Council meetings related to ARPA, City staff recommended allocating \$6,000,000.00 of the funding to General Fund offsets at approximately \$2,000,000.00 per year between Fiscal Year (“FY”) 2021-2022 and FY 2023-2024; and

WHEREAS, the offsets are projects, programs, and staffing that were already planned and budgeted, but are eligible to be paid with ARPA funds; and

WHEREAS, by allocating an additional \$4,000,000.00 of ARPA funds, the new spending plan will total \$9,850,000 with a remaining balance to allocate of \$8,160,907; and

WHEREAS, the \$6,000,000.00 of General Fund offsets can be counted as part of City’s \$10,000,000.00 revenue loss allowance and can be reported to the U.S. Treasury as offsetting any expenditure for general governmental services; and

WHEREAS, City staff is recommending City Council to authorize allocating \$4,000,000.00 of the American Rescue Plan Act funding for General Fund Budget Offsets in Fiscal Year 2022-2023 and Fiscal Year 2023-2024.

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

Section 1: Authorize allocating \$4,000,000.00 of the American Rescue Plan Act funding for General Fund Budget Offsets in Fiscal Year 2022-2023 and Fiscal Year 2023-2024.

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 1st day of February, 2022.

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 Memorandum of Understanding \(MOU\) between the City and the National City Municipal Employees' Association \(NCMEA\) and authorizing a Fiscal Year 2021-2022 budget appropriation of \\$350,000 to fund salary and benefit increases. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Memorandum of Understanding (MOU) between the City and the National City Municipal Employees' Association (NCMEA) and authorizing a Fiscal Year 2021-2022 budget appropriation of \$350,000 to fund salary and benefit increases.

PREPARED BY: Molly Brennan

DEPARTMENT: Administrative Services

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

The labor agreement between the City of National City and the National City Municipal Employees' Association (NCMEA) expired on December 31, 2021. City representatives began meeting and conferring in good faith with NCMEA representatives in summer 2021, for the purpose of negotiating a successor agreement. On January 19, 2022 the NCMEA membership voted to ratify the terms of a three year agreement, from January 1, 2022 to December 31, 2024 as set forth by the negotiating teams. Attached is complete summary of the terms of the agreement that have changed from the previous agreement.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The Fiscal Year 2021-2022 budget appropriation for personnel costs will increase \$350,000. Over the term of the labor agreement, personnel costs paid by the City will rise by approximately \$2.1M, as compared to the current budgeted expenditures.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution approving the three year labor agreement with NCMEA and authorizing the budget appropriations to pay for salary and benefit increases for the remainder of the current fiscal year.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Summary of Package Tentative Agreement between the City and NCMEA
2. NCMEA Memorandum of Understanding
3. Resolution
4. Salary Schedule Effective 02/08/22



SUMMARY OF NCMEA MOU CHANGES

Term: January 1, 2022 – December 31, 2024

Wages – All Members	3% effective February 8 th 2022 (no retroactivity) 3% in January 2023 3% in January 2024
Wages – Equity Adjustment	Based on the results of a compensation study, the City will provide 70% of what would be needed to bring each classification to median, phased one-third at a time over the three years of the agreement; effective dates are the same as the 3% wage increases above
Floating Holidays	Consolidated Lincoln and Washington's Birthdays into Presidents' Day and added Juneteenth as a floating holiday; floating holidays will be paid based on an employee's assigned daily work schedule instead of in 8-hour increments
Holiday Closure	Updated dates for new term
Vacation Sell-Back	Reduce from 50 to 40 the number of hours an employee must have used in the eligibility period to be allowed to cash-out vacation; reduce the minimum remaining vacation balance from 80 to 50 hours
Sick Leave Incentive Pay	Increase from 36 to 40 hours the maximum amount of sick leave allowed to be taken to qualify for an annual sell-back; increase the max sell back hours based on unused sick leave accruals to be: 96 hours accrued – 48 hours instead of 32 hours 80-95 hours accrued – 40 hours instead of 28 hours 60-79 hours accrued – 32 hours instead of 22 hours
Education Expense Reimbursement	Increase the per employee per fiscal year cap from \$1,200 to \$2,000; increase the portion of the reimbursement that can be used for materials or supplies from \$50 to \$100; remove requirement that employee must turn in books to department upon course completion
Enhancement to Employee Lounge	Removed language pertaining to one-time allocation of funding for employee lounge refurbishments
Uniforms	Add Neighborhood Service employees assigned to field or custodial work as recipients of 5 changes of uniforms per week; increase Fire Department annual allowance from \$650 to \$850; specifies cost of safety shoes covered by the City to be \$200/pair; increase frequency of safety shoe purchases to two pairs per calendar year
Compensation Study	City will complete a compensation study in July 2024 comparing MEA classification compensation to the 18 municipalities in the County
New Hire Association Rights	Add language adding one-hour union orientation for new hires and notice procedures

CITY OF NATIONAL CITY



**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

**CITY OF NATIONAL CITY
CALIFORNIA**

and

**NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION**

AGREEMENT PERIOD

JANUARY 1, 2022 – DECEMBER 31, 2024

**MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS
AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF NATIONAL CITY AND
THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION
FOR THE FOLLOWING PERIOD OF TIME:
JANUARY 1, 2022 – DECEMBER 31, 2024**

The representatives of the City Manager of the City of National City, for and on behalf of the City Council of the City of National City, have met and conferred with the representatives of the National City Municipal Employees' Association, an organization representing employees of the City of National City, in accordance with the provisions of Section 3500 et. Seq., of the Government Code of the State of California, and;

As a result of meeting and conferring in good faith with said Group, agreement has been reached on the following terms and conditions of employment as applied to those employees who are members of and represented by the Association; and the Memorandum of Understanding concerning said agreed terms and conditions of employment has been approved by the City Council of the City of National City on, February 1, 2022, by Resolution No. 2022-_____.

For the CITY:

BRAD RAULSTON
City Manager

EDWARD KREISBERG
Chief Negotiator

TONY WINNEY
Assistant City Manager

MOLLY BRENNAN
Administrative Services Director

PAUL VALADEZ
Budget Manager

LILIA MUÑOZ
Human Resources Manager

For the NCMEA:

MAGGIE TA
Chief Negotiator, Worksite Organizer SEIU Local 221

JERVON GRAVES
SEIU Representative

KARLA APALATEGUI
President NCMEA

EDDIE SANCHEZ
Vice President NCMEA

JAMES BEECHER
NCMEA Representative

JAMES KIM
NCMEA Representative

ALEX NEU
NCMEA Representative

SUE PFEIFER
NCMEA Representative

JAMES SLADE
NCMEA Representative

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ARTICLE 1 – IMPLEMENTATION

Section 1

It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

- A. The NCMEA has approved and adopted this MOU.
- B. The City Council acts, by majority vote, formally to approve and adopt this MOU.
 - 1. The City Council shall upon approval and adoption of said MOU act to appropriate the necessary funds required to implement the provisions of this MOU that require funding.
 - 2. The City Council shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this agreement.

Section 2 Representation

The City of National City formally recognizes the National City Municipal Employees' Association (NCMEA) as the exclusive representative of all employees in affiliation with SEIU, Local 221 in the classifications listed under Article 21 – Wages and Salary Schedule.

Section 3 Eligibility

The wages, benefits and conditions of employment provided in this MOU are applicable to all regular and part-time career employees as defined by Civil Service Rule IV, Section 407.1 A.(1) and (2) and assigned by the City to the MEA unit. Employees hired on Temporary Full-Time or Part-Time, Intern or On-Call basis are not represented by this unit. Benefits for Part-Time Career employees will be prorated. Career/Limited Term employees in classifications assigned to the NCMEA Bargaining Unit may be eligible for the benefits provided herein only when the grant or program provides adequate funding for same. However, the City agrees to request that adequate funding for benefits be provided.

ARTICLE 2 – HOLIDAYS

Section 1

Eligible employees in this bargaining unit are entitled, without loss of pay, to the holidays listed below:

A. The following days shall be fixed holidays with pay:

1. New Year's Day – January 1st
2. Martin Luther King – 3rd Monday in January
3. Cesar Chavez Birthday – March 31st
4. Memorial Day – Last Monday in May
5. Independence Day – July 4th
6. Labor Day – 1st Monday in September
7. Thanksgiving Day – 4th Thursday in November
8. Day after Thanksgiving
9. Christmas Eve – December 24th
10. Christmas Day – December 25th

B. In addition to the fixed holidays above, the following four (4) days will be credited as "Floating Holidays":

1. Presidents' Day – 3rd Monday in February
2. Juneteenth – June 19th
3. Columbus Day – 2nd Monday in October
4. Veterans' Day – November 11th

C. Fixed holidays falling on a regularly scheduled workday will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 4/10 schedule will have holidays paid in ten (10) hour increments when the holiday falls on a regularly scheduled workday. Floating holidays will be paid based on an employee's assigned daily work schedule

Section 2

The floating holidays shall be used by the employee in minimum increments of fifteen (15) minutes at the employee's discretion subject to the approval of the department head or his/her designee as a holiday and shall be used within the fiscal year earned. Reasons for denial to observe a holiday on the date requested by the employee shall be in writing and can only be related in the judgment of the department head to the efficient functioning of the department. If the department head certifies in writing to the Finance Director that it was not possible to grant the time off during the fiscal year due to unforeseen or extreme workload problems, then unused holiday credits will be added to the employee's vacation accumulation.

Floating holidays may be used earlier in the fiscal year than their occurrence. New employees shall not receive credit for holidays which occurred prior to their starting date. Separating employees who have received paid time off for holidays which have not occurred as of the date of their separation are required to repay the City for such floating holidays for which they have been paid. Only non-probationary employees and employees separating in good standing shall be paid for accrued and not taken holiday time.

Section 3 Appointed and Religious Holidays

With City Council approval, every day appointed by the President of the United States or by the Governor of California for a public fast, thanksgiving or holiday, with the exception of Good Friday, shall be honored

as an additional holiday. Employees may request time off to attend religious services or other religious activities on Good Friday or on the recognized religious holidays during the year; such time off shall be charged to the employees annually accumulated leave or compensating time off. If the employee has no accumulated annual leave or compensating time off, such time off shall be without pay.

Section 4 Holidays Occurring on Normal Work Day, during Sick Leave or Annual Leave or on a Weekend

- A. In the event a fixed holiday (as defined in Section 1) falls on and is observed on an employee's regular day off:
 - 1. If the employee is not required to work, such employee shall be granted a floating holiday.
 - 2. If the employee is required to work the employee shall receive:
 - a) pay at the time and a half rate for hours worked on the holiday; *and*
 - b) floating holiday hours equal to the number of hours actually worked.

- B. In the event a fixed holiday (as defined in Section 1) falls on an employee's regular work day:
 - 1. If the employee is not required to work, such employee shall be compensated at straight time equal to the number of hours the employee would have been assigned to work.
 - 2. If the employee is required to work the majority (over half) of his/her shift between 12:00 a.m. and 11:59 p.m. on the observed fixed holiday, the employee shall receive one of the following at the option of the employee:
 - a) pay at the time and a half rate for hours worked; *or*
 - b) straight time and floating holiday hours equal to the number of hours actually worked.

Exception: For the fixed holidays of Christmas Day, New Year's Day, day of July 4th, and Thanksgiving Day, employees shall receive:

- a) pay at the time and a half rate for hours worked on the holiday with a minimum of two (2) hours of pay; *and*
- b) eight hours paid holiday time at straight time.

Date	Shift	Creditable Hours	Rationale
November XX, 20XX (Thanksgiving)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Thanksgiving is an “Exception” holiday
November XX, 20XX (Day after Thanksgiving)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 24, 20XX (Christmas Eve)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 25, 20XX (Christmas Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Christmas Day is an “Exception” holiday
January 1, 20XX (New Years Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	New Years Day is an “Exception” holiday

- C. When an employee is absent on annual leave, sick leave or compensating time off, a fixed holiday immediately preceding, immediately following or wholly within such leave period shall be recorded as a holiday and not as a day of leave.
- D. If a fixed holiday occurs on a Saturday, the City will observe the holiday on the preceding working day. If the fixed holiday falls on Sunday, the following work day will be observed as the holiday, except as noted in Article – (*holiday closure article*).
- E. Should the City shift the observed holiday to a day other than the actual holiday, City employees working schedules outside of the standard Monday through Friday will continue to observe the actual holiday and be compensated according to time worked on the actual holiday as outlined above. Employees in this situation will be notified of the appropriate time card notations in advance of the holiday.

Section 5 **Holiday Closures**

City facilities will close for a period of approximately two weeks in the second half of December of each year with time off for non-essential personnel.

1. Each June, employees may elect to either (a) take unpaid furlough hours/days off during the holiday closure for that calendar year, (b) use accrued paid leave balances (vacation, comp time and/or floating holidays) during the holiday closure for that calendar year, or (c) have equal pay deductions each pay period for the 26 pay periods of the fiscal year that includes the applicable holiday closure period to cover the two week holiday closure.
 - o To elect options (a) or (c), employees must notify Payroll no later than the end of the last business day of the first full week in June of the applicable year.
 - o If no election is made, option (b) (use of accrued paid leave balances during the holiday closure) shall apply. If the employee’s accrued leave balances are insufficient to cover the entire holiday closure, the remainder of the holiday closure hours will be deemed unpaid time off with a corresponding deduction in the employee’s pay check for the pay period.
2. The City facilities shall close except for emergency services, including Fire, Police and other personnel deemed emergency services essential personnel. Any employee subject to the furlough that is required to work in the performance of services deemed to essential during the furlough period shall be credited with corresponding furlough leave hours.

3. The following calendar is based on the City's current 4/10 workweek for the 2022, 2023 and 2024 Holiday Closures. A change in the workweek schedule would result in a modification of the calendar.

2022 Holiday Closure – Monday, December 19 to Friday, December 30, 2022

December 19, 20, 21 furlough or accrued leave
December 22 holiday (Christmas Eve)
December 26 holiday (Christmas Day)
December 27, 28 furlough or accrued leave
December 29 holiday (New Year's Day)

2022 Additional Holiday Closure – Library
Weekend before furlough – December 17-18, 2022
Weekend after furlough – December 31, 2022 & January 1, 2023

2023 Holiday Closure – Tuesday, December 19 to Monday, January 1, 2024

December 19, 20, 21 furlough or accrued leave
December 25 holiday (Christmas Eve)
December 26 holiday (Christmas Day)
December 27, 28 furlough or accrued leave
January 1 holiday (New Year's Day)

2023 Additional Holiday Closure – Library
Weekend before furlough – December 16-17, 2023
Weekend after furlough – December 30-31, 2023

2024 Holiday Closure – Monday, December 23 to Friday, January 3, 2025

December 23 furlough or accrued leave
December 24 holiday (Christmas Eve)
December 25 holiday (Christmas Day)
December 26, 30, 31 furlough or accrued leave
January 1 (New Year's Day)
January 2 furlough or accrued leave

2024 Additional Holiday Closure – Library
Weekend before furlough – December 21-22, 2024
Weekend after furlough – January 4-5, 2025

ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Consistent with the provisions of these chapters, employees in the competitive service shall be entitled to holidays and annual vacation and shall be allowed sick, injury, emergency and special leaves of absence. Career part-time employees in competitive service working twenty (20) hours or more per week, shall be entitled to all holidays, annual vacation, sick or emergency leave and special leaves of absence as granted to full-time employees on a pro rata basis within the same number of pay periods.

Section 2 Requests for Leave

All requests for leaves of absence, whether with or without pay, shall be submitted in writing on prescribed forms, and except as provided in the case of compulsory leave, court leave and special meetings, must meet the approval of the department head.

Section 3 Leave Approval

Except in the case of sick or emergency leave, the scheduling of leaves is subject to the approval of the department head or his/her designee. It is the obligation of the employee to request in writing prior approval for all other leaves. Under unusual circumstances, the department head has the discretion to waive the requirement for prior approval. The department head shall respond to a request for leave within ten (10) days. Approvals may be rescinded by the department director in time of emergencies such as flood, earthquake, fire, civil disturbance, maintenance of skeleton staffing level, and other similar situations. Leave will not be denied unless the department demonstrates that it cannot function without the individual who is requesting a leave.

Section 4 Leave of Absence - Commencement and Termination

Each leave of absence shall be granted for a specific period of time and a specific cause, and if such cause shall cease to exist prior to the expiration of the period for which the leave is granted, such leave shall thereafter be invalid.

Section 5 Leave of Absence - Failure to Report

Leaves of absence shall be indicated on the payroll time sheets submitted to the Director of Finance for checking and certification. Failure of an employee to report at the expiration of leave shall separate the employee from City service and shall be considered, in effect, a resignation; provided, however, the City may cancel such separation if circumstances warrant such cancellation (as determined by the City Manager or his designee).

Section 6 Benefits during Leave without Regular Pay

All accrual of leaves, City contributions and benefits will be suspended at the end of 45 calendar days after the leave of absence begins, except as provided in this MOU and applicable law. This includes leaves without pay, suspensions, injury leave and military leave. All accounts, contributions and benefits will resume upon return from leave.

ARTICLE 4 – ANNUAL VACATION LEAVE

Section 1

All eligible employees shall be entitled to annual vacation leave with pay.

Section 2 **Accrual Rates**

All accrual rates are calculated on the basis of biweekly pay periods. All forty (40) hour per week employees shall be governed by the following vacation accrual rates:

1 through 5 year's service	3.08 hours per pay period
6 through 10 year's service	4.62 hours per pay period
11 through 12 year's service	4.94 hours per pay period
13 through 14 year's service	5.23 hours per pay period
15+ year's service	6.15 hours per pay period

New employees will receive, during their initial probationary period, five (5) days (totaling 40 hours) of accrued vacation at completion of nine (9) months of employment and five (5) days (40 totaling hours) of accrued vacation at completion of the probation period. Accrual will then continue at the rates above.

Section 3 **Scheduling of Vacation**

Vacation schedules shall be arranged by the department head with particular regard to the needs of the City and, as far as possible, with the wishes of the employee.

1. Eligibility for vacation pay shall be verified by the Finance Officer, who will pay only for that time which has accrued.
2. If the requirements of the employee's services are such that the employee cannot take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.
3. An eligible employee may take earned vacation in any increment of fifteen (15) minutes or more with the consent of the department head and the approval of the City Manager.

Section 4 **Maximum Vacation Accumulation**

An employee may accumulate vacation to a maximum of 2.5 times the yearly earned vacation time. Vacation leave is credited as earned and the amount of vacation leave accumulated shall not exceed the maximum and accrual shall stop whenever the employee is at the maximum.

Section 5 **Holidays Falling Within Vacation Period**

Except in the case of terminal vacation leave, paid holidays immediately proceeding, immediately following or wholly within the vacation period shall not be regarded as part of the vacation.

Section 6 Terminal Vacation Pay

Upon termination from City service, an employee shall be entitled to pay in lieu for the number of accumulated vacation hours credited to the employee's account to a maximum of 2.5 times their annual accrual under the provisions of this section. All vacation granted upon completion of an employee's last day of work shall be a lump sum payment termed "terminal vacation pay" at the employee's current rate of pay.

Section 7 Vacation Sell-Back

During the term of this agreement, all MEA members on a career basis meeting the eligibility criteria defined below may convert a minimum of twenty (20) hours and a maximum of eighty (80) hours of their accumulated vacation time payable not later than December of each year. The City shall attempt to process these requests prior to the Thanksgiving holiday.

In order to convert accrued vacation hours:

- a) Employees must use a minimum of 40 vacation hours during the eligibility period and have at least 50 hours "on the books" before and after the request.
- b) Employees must submit a written request to Payroll to convert vacation hours to pay on or before November 1 of each year.
- c) Effective in 2018, employees who reach the vacation cap may have a second opportunity to convert vacation hours up to a total maximum of eighty (80) total hours in the applicable eligibility period under paragraphs a) and this paragraph.
- d) The eligibility period is defined as the first pay period in November to the last pay period in October.

ARTICLE 5 – MILITARY LEAVE

In addition to the leaves of absence provided in this article, City officers or employees who are also members of the armed services or militia or organized reserves of this State or Nation, shall be entitled to the leaves of absence and the employment rights and privileges provided by the Military and Veterans' Code of the State of California.

1. The term "Military Service" as used herein shall signify service on active duty with any branch of service above mentioned as well as training or education under the supervision of the United States preliminary to induction into the military service.
2. The terms "active service" or "active duty" shall include the period during which such officer or employee while in military service is absent from duty on account of sickness, wounds, leave or other lawful cause.
3. No employee serving under a permanent appointment in the Classified Service shall be subjected by any person directly or indirectly by reason of his/her absence on military leave to any loss or diminution of vacation, holiday, insurance, pension, retirement or other privilege or benefit now offered or conferred by law, or be prejudiced by reason of such leave with reference to promotion, continuance in office or employment, re-appointment or re-employment.
4. When military leave is granted to an employee in the Classified Service pursuant to this section, the position held by such employee shall be filled temporarily only during the employee's absence, except in the event of the employee's death while on leave, and said employee shall be entitled to be restored to such position, or to a position of like seniority, status and pay upon, return from such leave, provided employee is still mentally and physically qualified to perform the duties of such position and provided said employee makes application for re-employment within ninety (90) days after being relieved from such military service.
5. During absence on military leave any employee in the Classified Service who has been employed continuously by the City for a period of not less than one (1) year prior to the date upon which such absence begins, shall receive his/her regular salary for a period not to exceed thirty (30) calendar days in any one fiscal year. All services of said employee in the recognized military service shall be counted as employment with the City.

After 30 consecutive days of paid military leave, the City will supplement an employee's military pay for a period of 6 months. This supplemental amount will be the difference between the employee's normal pay and their military pay. In addition, the City will provide existing levels of health care benefits during the supplemental 6-month period. At the discretion of the City Council, supplemental paid military leave may be extended beyond the 6-month period.

ARTICLE 6 – FAMILY CARE AND MEDICAL LEAVE

REFER TO CITY POLICY ON FAMILY AND MEDICAL LEAVE. SAID POLICY IS ON FILE IN THE OFFICE OF THE HUMAN RESOURCES DIRECTOR, AND IS INCORPORATED IN THIS MOU BY REFERENCE.

ARTICLE 7 – COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of said employee's required attendance to the department head and the Finance Officer. The employee shall receive full pay for the time he/she serves on court duty. Request for such leave shall be made upon the request for leave of absence forms.

If juror or witness duty ends more than one hour prior to the conclusion of the work day, the employee shall report back to work or use leave time for the remainder of the work day unless other arrangements are agreed to by the supervisor.

Police Services Officers, Crime Scene Specialists, Fire Inspectors and Police Dispatchers shall get a minimum of two (2) hours pay, at a rate of time and one half, for each court appearance required by their work responsibilities on regularly scheduled time off. If the employee travels directly between the court and his/her residence, then the employee shall be paid for 1/2 hour maximum. If the employee reports to the Police Station, he/she is not entitled to travel time between the station and home; he/she would be entitled, however, to compensation for parking fees and travel time between the station and the court. The City encourages the use of public transportation to avoid incurring parking fees.

ARTICLE 8 – SICK LEAVE WITH PAY

The intent of this chapter is to provide a continuity of full salary to those eligible employees who are unable because of illness or injury to perform the duties of their positions who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment, and to provide necessary time off from work for required medical and dental care, subject to administrative regulations designed to prevent malingering or abuse of these privileges.

Section 1 Sick Leave Definition

Sick leave is the necessary absence from duty of an employee for:

- A. Diagnosis, care, or treatment of the employee’s existing health condition or preventive care for an employee; or
- B. The serious disability of the employee while on a scheduled vacation.
- C. The absence of an employee for authorized medical or dental care.
- D. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee’s family member. For the purposes of using sick leave under this policy only, “family member” shall mean an employee’s parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.
- E. The death of an immediate family member.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

- 1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim’s child;
- 2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- 3. To obtain services from a domestic violence shelter, program, or rape crisis center;
- 4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- 5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Section 2 Sick Leave Accumulation

- A. Each regular full-time career or probationary employee in this bargaining unit, shall be entitled to accumulate sick leave at a rate of 3.69 hours per biweekly pay period. Earnings for partial pay periods shall be granted on a pro rata basis. Permanent part-time employees in the competitive service are entitled to accumulate sick leave at a rate consistent with the provisions of Article 3, Section 1.
- B. **Accumulated Sick Leave:** Each career or probationary employee in this bargaining unit shall be eligible to accumulate sick leave up to a maximum of 400 hours, (herein called "accumulated sick

leave"). Sick leave accrual will be credited on the last of each pay period up to the 400 hour maximum limitation.

- C. **Frozen Sick Leave Balance:** Employees hired on or before June 30, 1979 and who have an existing sick leave balance on June 30, 1979 were "frozen" at their June 30, 1979 sick leave balance levels on July 1, 1979. (Herein called "frozen sick leave balance").

Section 3 Sick Leave Usage

- A. Employees shall first utilize accumulated sick leave pursuant to Section 1 herein. Frozen sick leave balance will only be authorized for use after accumulative sick leave credits are exhausted for those employees who have a frozen sick leave balance pursuant to Section 2(C) herein.
- B. Upon reaching the maximum accumulated sick leave (400 hours), accrual will stop; sick leave accrual will begin after the employee's balance falls below 400 hours. Accrual will occur on the last day of the pay period in which the employee's balance falls below the 400 hour level. Said accrual will occur at the established rate as defined in Section 2(A).

Section 4 Limitation on Time Chargeable to Sick Leave

- A. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:
1. Sickness sustained while on leave of absence other than his/her regular vacation.
 2. No paid sick leave shall be granted in excess of the employee's sick leave credit.
- B. Absence that is chargeable to sick leave in accordance with this Chapter, shall be charged in the amount not smaller than fifteen (15) minutes.

Section 5 Sick Leave Compensation

- A. In order to receive compensation while on sick leave, the employee shall notify:
1. The immediate supervisors, or;
 2. The department head, or;
 3. In the event of the unavailability of either, the senior department representative available.
- B. Notification shall be made prior to or not later than the beginning of the work day/shift in the employee's respective department. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Compensation is contingent upon approval from the appropriate department director.
- C. The department head may waive the above requirements, if in his/her opinion, an emergency or other exceptional circumstance so warrants. Computation of sick leave shall not include regular days off or holidays, provided these are not in conflict with the established schedule within each department.

Section 6 Physician's Statement Required

- A. When absences for more than three (3) consecutive working days or when abuse of the sick leave benefit is suspected, the department head may require the employee to furnish a certificate or statement from a regular licensed and practicing physician, at the employee's own expense, whose license will be honored by the County Health Officer, indicating the nature and duration of the

employee's incapacity or other adequate evidence if the employee was not examined by a physician. The appointing authority may require evidence of incapacity in cases of short periods of absence and may require a medical examination when an employee returns to work with indications of continuing illness or disability.

- B. The department head is responsible for sick leave verifications. This responsibility may be implemented by any reasonable method deemed necessary by the department head. Sick leave with pay is subject to verification of the employee's eligibility by the Finance Officer.

Section 7 Separation from City Service

All eligibility from sick leave with pay shall be canceled upon separation of the employee from the City service, provided that, if such separation is by lay-off, his/her accumulated eligibility shall be restored to him/her in whole if the employee is re-employed within 24 months.

Section 8 Illness during Vacation Leave

An employee who becomes incapacitated for work due to his/her illness or injury for more than three (3) consecutive calendar days while on paid vacation, may substitute sick leave credits for vacation, provided the employee's request for sick leave substitution is accompanied by a doctor's statement or other satisfactory evidence.

Section 9 Holidays during Sick Leave

Paid holidays immediately preceding, immediately following or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

Section 10 Sick Leave Payment upon Retirement

- A. An employee hired on or before June 30, 1979, shall upon formal retirement from the City under the Public Employees' Retirement System, be paid for each day of unused sick leave or fraction thereof which has accrued to his/her credit up to and including his/her last day of work, but not to exceed 45 days or 360 hours. An employee hired on or after July 1, 1979 shall not be eligible for sick leave payment upon retirement.
- B. For employees hired on or before June 30, 1979 sick leave pay off upon retirement shall be the sum of:
 - a. Frozen sick leave balance upon date of retirement.
 - b. Accumulative sick leave balances upon retirement.

However, in no event shall the payoff exceed 360 hours.

Section 11 Evidence of Cause of Absence

In all cases of absence because of illness or death in the employee's family, the employee may be required to furnish to the appointing authority satisfactory evidence substantiating the facts justifying such leave. Failure to furnish such evidence upon request shall be sufficient reason for denying the leave of absence with pay.

Section 12 Sick Leave Incentive Pay

- A. Employees using 40 hours of sick leave or less during the 26 complete pay periods most closely coinciding with the beginning and end of the fiscal year and having a minimum total accumulation

of 160 hours, may sell for cash the excess over 160 hours of unfrozen sick leave accumulation to a maximum established according to the following schedule:

Unused Sick Leave From Current Year's Accrual	Annual Maximum Sell Back
96 Hours	48 Hours
From 80-95 Hours	40 Hours
From 60-79 Hours	32 Hours

Only the hours sold back to the City shall be deducted from the employee's accrued balance of sick leave.

- B. Payment will be made during the month of August each year. Pay will be computed based on the employee's salary step on June 30 of the preceding fiscal year. (The Finance Department shall issue eligibility notices to qualified employees at the end of each fiscal year.) Written request must be submitted to the Finance Office within ten (10) working days of issuance of the notice. Sick leave incentive payments will be incorporated into the normal payroll.
- C. In lieu of sick leave incentive pay, the employee may elect to retain sick leave credits to the 400-hour maximum to supplement pay for long term disability leave, up to the maximum set in chapter 18 (3) of this MOU.
- D. Permanent employees who retire during the fiscal year will be compensated on a pro-rated basis subject to their formal retirement date.
- E. Subject to the approval of his/her department head, the employee may elect to receive additional vacation credits in lieu of all or part of the sick leave incentive pay. This election must be indicated in writing and submitted to the Finance Office with department head's signature within ten working days of issuance of the notice from Finance. This election may not be reversed at a later date.

ARTICLE 9 – TRANSFER OF LEAVE CREDITS

Upon official request by an employee experiencing a catastrophic illness/injury or event, the employee's department director or the Association on behalf of the employee, the City Manager or his designee may allow individual employees the opportunity to transfer sick leave, vacation or holiday credits to another employee who has experienced a catastrophic event.

All conditions for this transfer shall be in compliance with the City's Transfer of Leave (Catastrophic Leave) Policy. Sick leave donated will not be counted against sick leave incentive pay.

ARTICLE 10 – THE COMPENSATION PLAN

Section 1 Salary Advancement

The Compensation Plan of the City of National City has the following characteristics:

1. Each salary range consists of five (5) steps.
2. The increase from one step to the next step on each salary range is as indicated in the salary schedule.
3. Career part-time employees represented by the unit shall be eligible for step increases at a pro-rated time interval as regular career full-time employees.

Salary advancement for each employee shall not be automatic, but shall depend upon the increased value of an employee to the City, as reflected by the recommendations of the employee's supervisor and department head and all other pertinent evidence. The success of the Compensation Plan depends upon incentives which will encourage employees to put forth increasing efforts as they advance through the salary steps of the salary range.

Section 2 Salary Steps

The steps of the salary range shall be interpreted and applied as follows. The second, third, fourth and fifth salary steps are incentive adjustments to encourage an employee to continue to improve his/her work. There shall be a five (5) percent differential between each of the five (5) steps.

1. **The first salary step** is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon the recommendation of the department head and upon the approval of the City Manager, when it is decided that such action is in the best interests of the City.
2. **The second salary step:** Six (6) months of satisfactory service, normally, shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.
3. **The third salary step:** Twelve (12) months of satisfactory service at the second salary step, normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.
4. **The fourth salary step:** Twelve (12) months of satisfactory service at the third step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.
5. **The fifth salary step:** Twelve (12) months of satisfactory service at the fourth step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

Section 2 Salary Steps (continued)

All rates shown and conditions set forth herein, are in full payment for services rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Employees engaged for less than full-time should be paid a proportionate part of these salaries, or by hourly rate of pay that falls within these ranges.

Each promotion shall carry with it a salary increase of at least five (5) percent as long as such increase does not exceed the top step of the new classification.

The provisions of this article are based upon the salary schedules adopted by the City.

Section 3 Performance Reports

Notwithstanding any of the other provisions of this article, no employee shall be denied a step advancement consistent with normal practice whose last performance report had an overall rating of STANDARD, ABOVE STANDARD or OUTSTANDING, if that performance report was made within the last 30 calendar days. If step is denied, a new performance report will be completed and performance will be reviewed every sixty (60) calendar days for reconsideration of the step increase.

ARTICLE 11 – OVERTIME

Section 1 Standard Overtime

- A. The smallest unit of time credited as overtime shall be one-tenth (1/10) hour.
- B. Overtime worked that is less than one-quarter (1/4) hour shall be rounded off to the nearest quarter hour each week.
- C. Overtime credit must be for work specifically suffered, ordered, requested or approved by the department head or a designated representative. Overtime compensation or compensating time shall be earned at the rate of one and one-half (1-1/2) times the eligible hours.
- D. Overtime compensation or compensating time shall be granted for hours exceeding forty (40) hours of time actually worked. Time worked includes all paid hours including sick leave, leaves during which Worker Compensation is paid, pre-approved vacation time, holidays, furloughs, or any other time away from the job that is paid. The normal work week varies among City employees, and shall be determined by the employees official schedule or other approved schedule documentation on file in the Human Resources Department. Work, other than normal work schedule, directed for annual special events, such as the International Fair & Parade, the Independence Day celebration, Auto Heritage Days, Chili Cook-off, City-Wide Free Trash Pickup Days, and the Street Light Inspection Program, will be compensated according to overtime rates. For those events where the City Council approves overtime, employees working those events shall receive overtime pay.
- E. An employee who is directed by the department director to attend commission or council meetings held after normal working hours will be compensated per the "call-back" provision.

Section 2 Compensating Time Off

- A. Consistent with the provisions of Section 1 above, employees may be credited with compensating time off for overtime worked up to a maximum accrual of 100 hours, upon prior request of the employee and approval of the department director.
- B. Compensating time off credits may be accumulated up to 100 "converted hours". Exceptions to exceed this maximum may be authorized by the Human Resources Director on request by the employee and approval of the Department Director under conditions set by the Human Resources Director.
- C. An employee shall be allowed to use compensating time off in increments of fifteen (15) minutes or more which may be taken in conjunction with vacation credits. Time off approval and scheduling shall be subject to the provisions of Article 3 of these articles.
- D. Written requests to use compensatory time off shall be treated in the same manner as requests to use vacation. An employee will not be required to take compensatory time earned at straight time hour nor will an employee be required to take compensatory time within the same pay period as earned.
- E. Once each fiscal year, an employee may by written request cash out up to eighty (80) banked compensatory time hours.

Section 3 On-Call Status

- A. Employees may be assigned to on-call status for possible work and will be required to be available after working hours where the employee can be reached by telephone or pager and can respond within 30 minutes. Individuals assigned to “on-call” have the responsibility of obtaining qualified relief in the event they cannot be called back. The relief must have the pre-approval of appropriate supervisor.
- B. The following procedures shall apply to on-call status:
1. Personnel going on vacation, floating holiday or any other absence from work of their own request during scheduled on-call will be responsible for providing their own qualified relief.
 2. Personnel incapacitated for scheduled on-call by sickness or other absence not within their control will not be required to provide their own relief, if notice is given to the department.
 3. If an employee is accepting on-call pay and does not respond to a call-back, that employee shall forfeit that day's on-call pay and may be subject to disciplinary action, unless that failure to respond was for reasons beyond the control of that employee as determined by the department director.
 4. Employees will be assigned to on-call status, first on a volunteer basis and thereafter assigned by reverse seniority. On-Call Status will not exceed seven (7) days in any thirty day period and will be rotated among qualified personnel, unless otherwise agreed to by the employee and the Department Head. In the event of personnel shortages, the City may assign an employee(s) to on-call status based on reverse seniority among qualified employees.
 5. The on-call work week will be determined by the appropriate department head.
 6. When any class is scheduled for on-call work the City shall provide pagers at the beginning of the on-call assignment.
- C. **On-Call Pay**
1. For a normal work day shift, pay shall be the dollar equivalent to one and a half (1-1/2) hours at current hourly rate per each day of on-call status.
 2. For a normal weekend shift (Saturday and Sunday), pay shall be the dollar equivalent to two (2) hours at current hourly rate per each day of on-call status.
 3. For a fixed holiday on which the Civic Center is closed, pay shall be the dollar equivalent to two and a half (2-1/2) hours at current hourly rate per each day of on-call status.

Section 4 Call-Back

The City may direct a field response by an employee during other than normal working hours for emergency purposes which shall constitute a "call-back", and paid at the rate of one and one-half (1-1/2) times the number of hours worked, with two (2) hours being the minimum for any call-back that requires return to the work site. Call-back time earned shall not be counted as actual time worked for overtime purposes.

ARTICLE 12 – EDUCATION EXPENSES REIMBURSEMENT

Section 1

The City shall provide \$16,000 for MEA to fund the Education Expenses Reimbursement Plan, which is available to employees on paid status or the Association as a group who wish to improve their work performance through furthering their education. The plan provides up to \$2,000 per employee, per fiscal year until this fund is exhausted and is available to all employees who meet the following criteria:

1. Successful completion of probation.
2. A proposed course of instruction or training is related to the employee's employment with the City. The department director has the final authority in determining whether a course or training has job related value. Request must be submitted in writing on appropriate City form prior to taking the course of instruction or training.
3. The reimbursement may be used to cover the required costs, such as tuition, registration, books, and up to \$100 of other materials or supplies considered necessary by the Department Director.
4. The course must be passed with a grade "C" or better. If taken on pass/fail or completion basis, employee must complete or pass course(s) taken.
5. The employee must show written documentation of the expenditures being claimed for reimbursement.
6. Reimbursement may be requested for fee-based educational programs to be attended on employee's own time for professional self-development.

Reimbursement under this plan will be made upon completion of the courseware as per part 2 above.

Section 2 Reimbursement of Expenses in Maintaining Required Licenses and Permits

In addition to the funds provided for educational reimbursement, the City shall provide monies to reimburse employees for the actual cost of the certificate or license expenses and any required medical examinations when such certificate or license is required by the City or law in the performance of their duties of their current positions. Claims shall be submitted in writing with proof of costs to the Personnel Department for approval and payment. Class "C" Driver's License expense is not a reimbursable expense.

ARTICLE 13 – SERVICE RECOGNITION PAY

Section 1

In addition to other compensation paid for the services of employees, service recognition pay shall be paid to employees hired before July 1, 1991 of the City on the following basis:

- A. After five (5) years of continuous and uninterrupted service the sum of \$10.00 per month;
- B. After ten (10) years of continuous and uninterrupted service the sum of \$15.00 per month;
- C. After fifteen (15) years of continuous and uninterrupted service the sum of \$20.00 per month;
- D. After twenty (20) years of continuous and uninterrupted service the sum of \$25.00 per month;
- E. After twenty-five (25) years of continuous and uninterrupted service a sum of \$30.00 per month, which shall be the maximum payable.

Vacation, sick leave, workers' compensation leaves, comp time, suspensions with pay, floating holidays and other approved City paid leaves of absence shall be continuous and uninterrupted time. All unpaid suspensions and approved leaves of 30 days or less shall be continuous and uninterrupted time; those of more than 30 days shall be continuous employment, but interrupted.

In the event an employee ceases to be employed by the City of National City for a reason other than military service or lay-off, all rights to longevity pay shall be forfeited and expired, and if said employee is subsequently re-employed by the City, said employee shall not be entitled to any service recognition pay by reason of any prior employment.

ARTICLE 14 – HEALTH AND DENTAL INSURANCE

Section 1 Insurance Program Coverage

As a benefit to career full-time employees and, on a pro-rated basis, career part-time employees working 20 hours/week or more in this bargaining unit, the City will provide a combined group insurance program of health and dental coverage. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association, City and program provider. The Employees' Association and City agree to select and implement health insurance programs, which best serve the needs of the employees. The City and Employees Association agree during the term of this 2020-21 MOU to discuss any Employee's Association's concerns with the costs of health care for Employees Association employees.

Section 2 City Contribution

The City will offer medical and dental benefits to eligible employees. Employees who enroll shall receive a City contribution toward the cost of health and dental coverage as follows:

CITY'S CONTRIBUTION IF DON'T ELECT KAISER HIGH DEDUCTIBLE HEALTH PLAN
(Kaiser HDHP):

Employee Only	\$527.41/month
Employee +1	\$876.54/month
Employee +2 or more	\$1,227.43/month

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN
(Kaiser HDHP)

Employee Only	\$457.56/month
Employee +1	\$736.80/month
Employee +2 or more	\$1,029.81/month

Effective the first full pay period following City Council approval of this MOU, the City will contribute toward the cost of employee health care at the current contribution level plus \$50 per month. Each plan year thereafter, the City's contribution will equal the previous year's contribution level plus fifty percent (50%) of the premium increase for the lowest cost health and dental plans.

- A. City contribution will discontinue when employee goes on unpaid status for more than 45 calendar days, except as otherwise specified in this agreement or by law. Employees in this status may continue coverage at their own expense.
- B. If the cost of providing this benefit for employees and their dependents exceeds the established City contribution, the employee must pay the excess amount.

Section 3 Money In Lieu of Coverage

An employee may elect employee only coverage in health and receive the remaining amount of the City's contribution as cash-in-lieu.

Section 3 Money In Lieu of Coverage (continued)

Provided that an employee shows proof of coverage under a non-City sponsored health plan, the employee, during the annual open enrollment, may elect not to participate in a City sponsored health plan and receive \$125/month maximum in lieu of coverage. Effective the first full pay period following City Council approval of this MOU, the amount of maximum in lieu of coverage shall increase to \$175 per month. Any actual savings realized by City during the previous calendar year from MEA employees opting out of City coverage will be calculated in January of each year and re-distributed equally to all MEA employees in the form of an increase of City contribution for health coverage.

Section 4 Insurance Broker

The City agrees to assign Willis Towers Watson as the City's Broker of record to review, recommend and generally assist in the administration of the benefits program.

Section 5 Retiree Health Benefit

- A. Employees covered by this MOU, who retire from the City of National City after July 1, 2002 and before July 1, 2014, and who retire with at least 20 full years of service under the CalPERS Retirement System shall receive \$5/month for each year of PERS Service with the City as the City's contribution towards their medical insurance premium. This contribution shall continue until the retiree qualifies for Medicare.
- B. Effective July 1, 2014, employees covered by this MOU must retire from the City of National City and have 20 full years of pensionable service credit with the City of National City to receive \$10/month for each year of pensionable service with the City as the City's contribution towards their medical premium. Effective for persons retiring after this 2018-2020 MOU is approved by the City Council, employees covered by this MOU must retire from the City of National City and have 20 full years of pensionable service credit with the City of National City to receive \$20/month for each year of pensionable service with the City as the City's contribution towards their medical premium.

This contribution does not entitle the retiree to any particular insurance or to any particular rate. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. copy of health insurance invoice and payment) that the retiree is using the contributions to pay for health premiums and understands that the retiree is solely responsible for any taxes that might be due as a result of the City's contribution.

Retirees eligible for this benefit are responsible for paying the health insurance premium and the City will forward this benefit amount on a monthly basis directly to the retiree. This benefit will be canceled upon non-payment of premium or otherwise becoming ineligible. The retiree is also responsible for notification to the City of address change and health coverage from another source.

Section 6 Health Care

The City and SEIU are open to the concept of joint discussions for the purposes of identifying a comprehensive solution that is beneficial to the City and SEIU represented employees without harming other City of National City employee groups.

ARTICLE 15 – HEALTH & SAFETY RELATED PROGRAMS

Section 1 Smoking Policy

The Municipal Employees' Association agrees to City No Smoking Policy at the workplace.

Section 2 Continuation of Coverage's

The City agrees to continue its contributions toward health, dental and life insurance coverage for employees who are receiving workers' compensation benefits from the City for a period not to exceed twelve (12) months.

Section 3 Premium Payment Program (I.R.S. 125 Plan)

The City agrees to implement a 125 reimbursement plan to allow pre-tax dollars to be utilized in the payment of employee's portion of medical, dental and insurance premiums, medical expenses and dependent care expenses. The City shall arrange for a plan administrator for dependent care provision of the City's 125 Plan, provided all costs are paid by the employees who participate.

Section 4 Employee Assistance Program

The City shall make available a voluntary Employee Assistance Program (EAP) for psychological assessment, counseling and referral to all employees represented by the Municipal Employees' Association at no cost to the employees, except for referrals out of the basic program. Employees using this program may do so on their own time.

Section 5 Hazardous Materials

The City will provide containment and disposable devices on City vehicles where there is exposure to materials, especially needles that may be harmful.

ARTICLE 16 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees in this bargaining unit, the City will provide a group life insurance program. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association and insurance carrier. The City will provide up to \$25,000 Term Life Insurance with Accidental Death and Dismemberment coverage for each employee at no cost to employee. An amount will be paid by the City for each permanent part-time employee in the competitive service that is proportional to the permanent time base of his/her appointment (e.g., a half-time employee will receive half the amount of a full-time employee).

The parties agree to meet and consult within a reasonable period of time before the completion of the current contract between the City and its insurance carrier that provides for Term Life Insurance with Accidental Death and Dismemberment with the purpose of increasing the death benefit amount for employees at no additional cost to the City. The City will attempt to complete this task by soliciting quotes from insurance providers.

ARTICLE 17 – SHORT TERM/LONG TERM DISABILITY INSURANCE

All employees shall continue to participate in the City sponsored Disability Insurance program (STD/LTD) through payroll deduction.

Section 1 Cost and Benefits

Total costs of the program are paid by all employees in the bargaining unit through payroll deductions at the rates set by the established plan. Participation, costs and benefits of the program are subject to the regulations and requirements of the Plan.

Section 2 Continuation of Insurance Benefits

During the period that an employee is receiving benefits from the (STD/LTD) Plan, the City shall continue to pay its share of the Insurance Premiums for Health and Life Insurances with no cash-in-lieu for a period of up to twelve (12) months or until such time as the disability is considered permanent.

Section 3 Income Supplement

Employee receiving STD/LTD benefit may use sick leave, vacation, and other leave accruals to supplement income to an amount no greater than the employee's regular gross monthly pay.

ARTICLE 18 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Consistent with the Government Code of the State of California, employees are local miscellaneous members of the Public Employees' Retirement System and are entitled to optional benefits as indicated in all amendments to the contract between the Board of Administration of PERS and the City Council regarding miscellaneous employees.

The retirement formula for miscellaneous members shall be as follows:

1. Employees hired on or before March 21, 2011 (Tier I):
 - a. Shall pay 8% of reportable compensation to PERS through payroll withholding on a pre-tax basis effective July 1, 2011. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the Council approves this 2018-2020 MOU, employees in Tier I shall contribute 1.0% additional to their pension for a total of 9.0%, 8.0% to the employee contribution rate and 1.0% to the employer contribution rate. Effective the first full pay period in July 2019, employees in Tier I shall contribute a further 1.0% to their pension for a total of 10.0%, 8.0% to the employee contribution rate and 2.0% to the employer contribution rate.
 - b. The retirement formula will include 3% at 60 years of age and the “Single Highest Year” provision.
2. Employees hired on or after March 22, 2011 but before January 1, 2013 (Tier II):
 - a. Shall pay 7% of reportable compensation to PERS through payroll withholding on a pre-tax basis effective July 1, 2011. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the Council approves this 2018-2020 MOU, employees in Tier II shall contribute 1.0% additional to their pension for a total of 8.0%, 7.0% to the employee contribution rate and 1.0% to the employer contribution rate. Effective the first full pay period in July 2019, employees in Tier I shall contribute a further 1.0% to their pension for a total of 9.0%, 7.0% to the employee contribution rate and 2.0% to the employer contribution rate.
 - b. The retirement formula will include 2% at 60 years of age and the “Single Highest Year” provision.
3. Employees hired on or after January 1, 2013:
 - A. New members to the public retirement system as defined by Government Code Section 7522.10(f)(1)(2)(3) (Tier III):
 - a. Shall pay 50% of the normal cost of defined retirement benefit contribution as determined by CalPERS according to the most recently completed valuation period. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the Council approves this 2018-2020 MOU, Tier III employees shall contribute 1.0% in excess of the 50% of the normal cost statutory percentage determined by CalPERS. Effective the first full pay period in July 2019, Tier III employees shall contribute 2.0% in excess of the 50% of the normal cost statutory percentage determined by CalPERS.
 - b. The retirement formula will include 2% at 62 years of age and the “Three Year Averaging” provision.

- B. Classic members as defined by the Public Employees Retirement Law shall be placed in the retirement formula and pay the same reportable compensation to PERS as those employees hired on or after March 22, 2011 (Tier II).
- 4. The formula for determining the average monthly pay rate when calculating retirement benefits shall be reduced from the “Single Highest Year” provision to “Three Year Averaging” as soon as permitted by PERS.

The City agrees to request an actuarial analysis from CalPERS for the purpose of determining difference in the cost to the City for employee paid employee contributions and employee paid employee employer contributions. After receipt of the analysis, the City and MEA agree to reopen discussions on this single issue.

ARTICLE 19 – PROVISIONS OF LAW

This MOU is subject to all future and current applicable Federal or State laws and regulations.

If any part of the provisions of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected and the NCMEA shall have the right upon request to meet and confer concerning the practical effect of such conflicts on wages, hours or terms and conditions of employment.

ARTICLE 20 – EMPLOYEE AND ASSOCIATION RIGHTS

Section 1 Employee Rights

Each individual employee shall have the following rights which he/she may exercise in accordance with law, the National City Civil Service Rules and applicable laws, ordinances, rules and regulations:

- A. New Hire Orientation - The City agrees to provide the Union with one hour with each newly hired employee or group of newly hired employees as part of newly hired employees' orientation within the first seven (7) calendar days from their date of hire.
 - 1. The new hire orientation meeting will occur during regular working hours and onsite without loss in compensation for either the newly hired employee or authorized Union representative, officer, steward or member designated to meet with the newly hired employee(s). City representatives will not be present in the meeting.
 - 2. The Union shall have the right to access and use the City's facilities and audio-visual equipment to conduct sessions and separate breakout meetings with newly hired employees.
 - 3. The City shall provide the Union with reasonable advance notice, including at least ten (10) days' advance notice whenever possible, of the date and time of the new employee orientation meeting.
 - 4. The City shall provide the Union designee an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting.
- B. New Hire Information - The City shall provide the Union with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days.
- C. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of his/her department head, his/her supervisor, other employees or employee organizations, with respect to membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- D. The right to represent himself/herself individually in his/her employee relations with the City. Whenever a City employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so.
- E. The right to confidentiality of personal information including information provided on the employee's paycheck. It shall be the responsibility of each department to ensure that this right is protected.

Section 2 Association Rights

- A. The right for the MEA to use City facilities to hold official scheduled meetings.

- B. The right to designate authorized representative who shall have access to work locations and employees subject to department head approval, when such access does not unduly interfere with departmental operations and is in the course of grievance resolution.
- C. The right to post information concerning elections, benefits, notices, reports, programs and promotions.
- D. The right to notice by the City of new employees in this unit.
- E. The Personnel Office shall distribute informational materials provided by the Association to new employees during the in-processing orientation.

Section 2 Association Rights (continued)

- F. The Association may designate one steward from City Hall, one steward from Public Works, one steward from Community Services, one steward from the Library, one steward from Fire, one steward from the Parks Division, one steward from Building & Safety, and one steward from the Police to represent employees from their respective areas in meeting with management on appeals of discipline and formal grievances. The appropriate steward shall request in writing and shall be allowed reasonable time off during duty hours for this purpose, provided the time requested does not substantially impact departmental operations. In the event the steward cannot be released as requested, the supervisor shall provide an alternate time within the next forty-eight (48) hours. Stewards shall be designated in advance by written notice from the MEA to the Human Resources Director and the Steward's Department Director.
- G. The Association shall be allowed the use of the City's intranet for the purposes of Union Communications. As the City Manager's Designee, the Human Resources Director will provide final review and approval of all related content/information.
- H. The Association shall be entitled to hold four (4) one-hour meetings annually.

Section 3 Labor Management Committee

The City and the Association agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter or amend this agreement.

The Committee shall be composed of the president of the Association or his/her designee, a designated representative, and one other member. In addition, the City shall appoint the Director of Human Resources or his/her designee and one other management employee.

Meetings shall be held when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed.

It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations. Therefore, the parties agree to only issue joint statements, when necessary, on the results of the Committee.

The City and the Union agree to refer the Union proposal regarding reclassifications/salary adjustments to the Labor Management committee for resolution.

Section 4 Time Off to Vote in Statewide Election

The City will comply with California Elections Code sections 14000 regarding employees' right to paid time off from work to vote in a State-wide election.

ARTICLE 21 – WAGE AND SALARY SCHEDULE

Section 1 Classification and Base Wage Ranges

Effective the first full pay period after Council approval of this MOU, all employee classifications shall receive a 3.0% wage increase. Effective the first full pay period in January 2023, all employee classifications shall receive a further 3.0% wage increase. Effective the first full pay period in January 2024, all employee classifications shall receive a further 3.0% salary increase.

CLASSIFICATION TITLE
Abandoned Vehicle Abatement Officer
Academic Enrichment Programs Coordinator
Accountant
Accountant Trainee
Accounting Assistant
Administrative Secretary
Alarm Program Coordinator
Animal Regulations Officer
Assistant Engineer-Civil
Assistant Planner
Assistant Tree Trimmer
Associate Engineer-Civil
Associate Planner
Building Inspector
Building Inspector/Plan Checker
Building Trades Specialist
Buyer
Carpenter
Civil Engineering Technician
Code Conformance Officer I
Code Conformance Officer II
Community Development Specialist I
Community Development Specialist II
Community Services Officer
Construction Inspector
Crime Analyst
Crime Scene Specialist
Custodian
Electrician
Equipment Mechanic

CLASSIFICATION TITLE
Equipment Operator
Executive Chef
Executive Secretary
Fire Inspector
Graffiti Removal Assistant
Graffiti Removal Technician
Home Delivered Meals Coordinator
Home Delivered Meals Driver
Housing Assistant
Housing Inspector I
Housing Inspector II
Housing Specialist
Junior Engineer-Civil
Lead Equipment Mechanic
Lead Hazard Control Program Case Manager
Lead Hazard Control Program Coordinator
Lead Housing Inspector
Lead Risk Inspector/Assessor
Lead Sampling Technician
Lead Tree Trimmer
Librarian
Librarian (Literacy Services)
Library Assistant
Library Technician
Maintenance Worker
Management Analyst Trainee
Neighborhood Council Specialist
Office Assistant
Park Caretaker
Park Supervisor
Parking Regulations Officer
Parks Equipment Operator
Permit Technician
Planning Technician
Plans Examiner
Plumber
Police Dispatcher
Police Dispatch Supervisor
Police Investigative Aide
Police Investigator (Non-sworn)

CLASSIFICATION TITLE
Police Operations Assistant
Police Records Clerk
Police Records Supervisor
Property Agent
Property & Evidence Specialist I
Property & Evidence Specialist II
Property & Evidence Unit Supervisor
Purchasing Clerk
Recreation Center Supervisor
Recreation Supervisor
Senior Accounting Assistant
Senior Building Inspector
Senior Civil Engineering Technician
Senior Code Conformance Officer
Senior Construction Inspector
Senior Equipment Operator
Senior Housing Specialist
Senior Librarian
Senior Library Technician
Senior Office Assistant
Senior Park Caretaker
Senior Police Dispatcher
Senior Traffic Painter
Sous Chef
Street Sweeper Operator
Stop Grant Office Coordinator
Storm Water Compliance Inspector
Supervising Custodian
Traffic Painter
Training Coordinator
Tree Trimmer
Wastewater Crew Chief

Section 2 Equity Wage Increases

The City had a compensation study of MEA represented classifications performed by Ralph Andersen & Associates and provided a copy of the study to MEA. The parties agree the City will provide 70% of the percent needed to get classifications and classification series to median and provide 1/3rd of that percentage effective the first full pay period after Council approval of this MOU, 1/3rd of that percentage effective the first full pay period in January 2023 and 1/3rd that percentage the first full pay period in January 2024. These percentages will be added to the wage increases to be provided these same dates under Section 1.

For example, if Ralph Andersen concluded a classification is 15.0% behind median, 70% of 15% is 10.5%. As such, the classification would receive 10.5% in equity increases equally divided across the three years of the MOU. Specifically, the classification would receive a 3.5% equity increase in Year 1 and in Year 2 and in Year 3, for total wage increases of 19.5% over the 3-year term (without compounding), i.e. 6.5% wage increases each year when the equity increases are combined with the base wage increases in Section 1.

Appendix A to this MOU agreement contains a salary schedule for each year of the agreement term, which lists the five salary steps of each MEA classification. The wages reflected in Appendix A include the annual 3% increases and equity wage increases as defined in Section 1 and 2 above.

ARTICLE 22 – UNIFORMS

The City will pay the yearly cost for uniforms and cleaning for those employees required to wear uniforms as follows:

1. **Public Works Employees/Neighborhood Services:** Public Works and Neighborhood employees assigned to conduct City related work in the field or custodial work in City facilities shall receive five (5) changes of shirts and pants/shorts per week.
2. **Nutrition Center:** Five (5) changes of shirts and pants/shorts per week.
3. **Police Department positions designated by the Chief of Police:** Five (5) sets of required clothing at hire with necessary replacements during ensuing years, and a cleaning allowance of \$10 per week. The City will also provide reimbursement for required leather accessories to a maximum of \$100 every four (4) years.
4. **Fire Department:** \$850/year allowance will be provided to Fire Inspectors.
5. If employees are required by City Management to wear safety shoes or other specified footwear, the City will provide it up to a cost per pair of safety shoes or other specified footwear of \$200, and up to two (2) pair per calendar year. If an employee wishes to have a pair of boots which costs more than the boots to be paid/provided by the City, the employee may pay the difference, provided the boots meet safety precautions of the City. The City and MEA/SEIU agrees to form a committee to discuss, evaluate, and make recommendations in good faith regarding the list of City provided safety equipment, including safety shoes/footgear, safety glasses, and any other City provided safety items.

All employees of these departments who are provided uniforms must wear the uniform as provided by the City.

With prior approval from the Department Director, uniforms may include, T-shirts with City and/or Department logo identification. Uniform style and fabric (i.e., cotton vs. polyester, etc.) shall be mutually agreed to between the City and MEA. Upon the written approval of the Department Head, employees shall have the option to wear uniform shorts unless proven to be unsafe for the work being performed.

ARTICLE 23 – EQUIPMENT ALLOWANCE

Section 1 Tool Replacement Allowance

This article applies only to Equipment Mechanics, who are required to provide their own tools on the job as a condition of employment.

Essential required tools and tool boxes will be replaced by the City in kind if they are lost due to fire, burglary or robbery of the City facility or some other catastrophe or accident not due to the employee's fault or negligence. An inventory of all employees' tools will be taken by the Public Works Director or his/her designee at least once a year to ensure that the employee has all essential tools on hand.

A tool replacement allowance of \$30 per pay period will be paid to the above positions to maintain the essential tools inventory. Failure to maintain the essential tools inventory shall result on loss of tool replacement allowance until such inventory is satisfied.

The parties agree to reopen negotiations on the tool allowance. The scope of negotiations will include review of the appropriate tools needed for the impacted classifications, the list of required tools, the amount of the tool allowance, and the method of reimbursement for the tool allowance.

Section 2 Safety Glasses and Goggles

Any safety glasses or protective goggles required by the City employees shall be provided at no cost to the employee. Such requirement shall be determined by the department head or the Risk Manager.

ARTICLE 24 - WORK DAY, WORK WEEK, PAY PERIOD AND PAY DAY

Section 1 Workday

The workday shall normally be eight (8) hours to ten (10) hours in length and the normally scheduled workweek is 40 hours. On request by the employee, the scheduled hours of the workweek may be modified by the department director on an individual basis subject to approval by the City Manager only to the extent that City offices maintain current availability to the public and that the modification does not create overtime pay in any given workweek. In making the determination on the acceptability of modification, the department director will consider the effect of the modification on the department's ability to deliver services efficiently and on a timely basis. Approval of any individual request shall not entitle any other employee of the same modification, and the department director may withdraw approval if the modification creates a hardship for the department.

Call-back and on-call time are excluded from the computation of the hours paid for the purposes of overtime. All work days exceeding five (5) hours length shall include at least a 30-minute period for lunch break without pay with the exception of Police Dispatchers. A maximum of fifteen (15) minutes paid time for rest shall be provided for each four (4) consecutive hours work and may be taken as assigned by the employee's supervisor.

Police Dispatchers shall work four (4) ten (10) hour days per week, including two (2) 17.5 minute rest periods, and one-half (1/2) hour paid lunch break.

- 1) Every effort will be made to have Police Dispatchers receive their paid meal breaks (30 minute break) as circumstances permit but there is no guarantee. Employees are subject to call back from breaks during emergencies and/or when the volume of activity requires such staffing.
- 2) Employees shall not combine two or more rest periods into one rest period, except as approved by the unit's sworn supervisor or Chief of Police during non-routine and/or unexpected circumstances.
- 3) Employees shall not save rest / meal periods to justify shortened work days.

Starting and stopping work times are designated by the department director for the scheduled work day. Employees will be notified of their work hours. When there is a change of work hours of over one (1) hour for more than five (5) consecutive working days, the employee will receive a ten (10) working day notice before such change is made, unless mutually agreed to by the employee and the supervisor.

The department director retains the right to make immediate changes to resolve unforeseen problems, and will provide at least three (3) day notice in such instance, and pay the first two (2) days worked of the change at the overtime rate.

Section 2 Workweek

The workweek shall consist of seven (7) consecutive calendar days beginning on Tuesday at 7:00 a.m. with at least two (2) consecutive days off.

Section 3 Pay Period

Pay period shall consist of fourteen (14) calendar days commencing 07/01/86.

Section 4 Pay Day

Except in the case of unusual and compelling circumstances or an extreme emergency, pay day shall be every other Wednesday. If Wednesday is a fixed holiday, it shall be the previous work day.

Section 5 Alternate Work Schedules

The City and Association agree to implement a 4/10 work schedule. The target turn-on date will be mid-late February, 2006.

The City Manager has the ability to discontinue the 4/10 schedule with thirty days' notice and will meet and confer should such discontinuation be deemed necessary. The City Manager has sole discretion to exempt any position or group of positions from 4/10 in order to fulfill delivery of City services.

The City and MEA will work jointly on the development of an optional flexible workweek schedule program (including a 4/10 option) for Library Department employees. If agreement is reached by the City and MEA, the terms of the flexible workweek schedule program will be incorporated by side letter.

The City and Association agree to incorporate the 9/80 side letter, with the provision that should a 4/10 schedule be unsuccessful the City will revert to the former 9/80 work schedule.

ARTICLE 25 – PAY DIFFERENTIALS

Section 1 Bilingual Pay

Current employees in designated positions who have successfully completed a Bilingual Performance Evaluation administered by the Human Resources Department or provided other evidence acceptable to the Human Resources Department of their competence, who are regularly required to use their bilingual skills in Spanish, Tagalog or any other second language approved by the Human Resources Director, shall receive a Bilingual pay differential of \$50 per pay period. This differential would be subject to termination, if due to change in assignment or position, the skill is no longer required by the City.

Each Department Director shall recommend the position to receive bilingual pay in writing to the Human Resources Director for approval. Positions receiving bilingual pay shall be reviewed annually by the Human Resources Director and an MEA Representative.

Section 2 Acting Assignment Pay

Effective the first full pay period in October 2018, for acting assignments where the first day of the acting assignment is on or after October 9, 2018, when an employee is officially assigned to perform the full range of duties of a higher paid classification for a period exceeding forty (40) consecutive hours, such employee shall be compensated with a minimum of five (5) percent above the employee's current base hourly rate starting with the first hour of the assignment. Beginning with the first full pay period after six (6) consecutive months in the acting assignment, the employee shall be compensated with a minimum of ten (10) percent of the employee's base rate. The duration of acting pay assignments shall not exceed one (1) calendar year.

Section 3 Sign Language Pay

Employees possessing sign language skills may register with the Human Resources Department and be called to use those skills on an on-call basis. Employees who are called shall be paid \$20 per occurrence while on City time and \$30 per occurrence when not on City time.

Section 4 Shift Differential

Employees shall receive a shift differential of 2.0% of base pay for all hours of their regular shift if the majority of their regularly scheduled shift is between 10:00 p.m. and 6:00 a.m. the next day.

Section 5 Trainer Assignment Pay for Dispatchers

Dispatchers in the Police Department shall receive Trainer Assignment Pay equal to three percent (3%) of base salary when assigned as a trainer for other dispatchers and the training is anticipated to last at least one month. This pay differential will be determined on a daily basis and will not apply to days when the trainer is absent from work or otherwise not engaged in performing the training function.

ARTICLE 26 – GRIEVANCE PROCEDURE

Section 1 Purpose

The purposes and objectives of the grievance procedure are to:

- A. assure just treatment of all employees and promote harmonious relations among employees, supervisors and management;
- B. encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary; and
- C. resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar complaints.

Section 2 Reviewable and Non-Reviewable Grievances

To be reviewable under the procedure, a grievance must:

- A. concern matters or incidents that have occurred directly to the grievant and grievance is presented to immediate supervisor within thirty (30) calendar days; and
- B. result from an act or omission by management in violation of this MOU, other official City policies, rules and regulations or Council resolutions relating to employer-employee relations; and
- C. arise out of a specific situation, act or acts complained of as being violated which resulted in inequity or damage to the employee; and
- D. specify the provision allegedly violated and the relief sought.

A grievance is not reviewable under this procedure if it is a matter which:

- A. is reviewable under, or is subject to some other administrative procedure and/or Personnel rules and regulations of the City, such as:
 - 1. applications for changes in title, job classification, or salary;
 - 2. appeals arising from termination of employment during probationary period.
- B. would require a change in prevailing ordinances, resolutions, or contracts or to circumvent existing avenues of relief where appeal procedures have been prescribed;
- C. would require the “meet and confer” process for desired change.

Section 3 Determination of Reviewability

Once a formal written grievance is received by the Department Director, it shall be reviewed by the Human Resources Director as to whether it is a grievable issue. Such determination shall be final unless the Association is not in agreement, then the final determination shall be made by the City Attorney.

Section 4 Consolidation of Grievances

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance shall, whenever possible, be handled as a single grievance.

- A. **Settlement.** Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grievant party fails to present the matter to a higher authority within the prescribed period of time. No settlement to any grievance shall be considered precedential or bind the Association to any interpretation of this agreement, rules, regulations or policies of the City or Department without the Association's express written consent.
- B. **Reprisal.** The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal by the grievant's supervisor, superior or department head, provided the employee observes the provisions of this grievance procedure.

Section 5 Grievance Procedure

The following procedure shall be followed by a grievant submitting a grievance:

1. **Step One: Discussion with Supervisor.** The grievant shall orally present the grievance to the employee's supervisor within thirty (30) calendar days after the grievant knows or reasonably should have known the event or events on which the grievance is based. Within fifteen (15) calendar days, the supervisor shall give a decision to the grievant orally. Any agreement between the grievant and the supervisor shall be subject to the approval of the Department Director before it shall be deemed to "settle" the grievance.
2. **Step Two: Written Grievance to Department Director.** If the grievant and supervisor cannot reach an agreement as to a solution of the grievance or the grievant has not received a decision within fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the Department Director. The Director shall hear the grievance and give written decision to the grievant within fifteen (15) calendar days after receiving the grievance.
3. **Step Three: Grievance to City Manager.** If the grievant and the Department Director cannot reach an agreement as to the solution of the grievance or the grievant has not received a decision from the Director within the fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the City Manager. The City Manager shall hear the grievance and give a written decision to the grievant within fifteen (15) calendar days after receiving the grievance. The City Manager may designate another executive employee or a non-employee of his choosing to act on his behalf.

Section 5 Grievance Procedure (continued)

At the hearing before the City Manager or his/her designee, the grievant may be represented by an Association representative, or an attorney, and may produce on their behalf, relevant oral or documentary evidence. Witnesses may be permitted. The hearing need not be conducted according to the technical rules relating to evidence and witness. The parties may submit opening briefs to the City Manager (or designee) at the commencement of the hearing. Unless otherwise agreed to by the parties, closing briefs will not be permitted. The parties have the right to present a closing argument to the City Manager (or designee) after both parties rest their case. A record of the proceedings shall be maintained, with transcripts to be made available at cost to the grievant. The City Manager (or designee) shall thereafter make written findings of fact and a disposition of the grievance. The decision of the City Manager (or designee) shall be final.

Section 6 Special Provisions of the Grievance Procedure

- A. Grievances may be initiated only by a grievant.
- B. **Prompt Presentation.** The employee shall discuss the grievance with the employee's immediate supervisor promptly within thirty (30) days after the act or omission of management causing the alleged grievance.
- C. **Prescribed form.** The written grievance shall be submitted on a form prescribed by the City for this purpose. Departments shall maintain an adequate supply of such forms.
- D. **Employee Representative.** The employee may be self represented or may choose someone as a representative at any step of this grievance procedure.
- E. **Statement of Grievance.** The grievance shall contain a statement of:
 - 1. Specific situation, act or acts complained of as violation of this Agreement, or written rules, regulations or policies;
 - 2. The damage suffered by the employee; and
 - 3. The relief sought.
- F. A grievance may be discussed and processed on City time, except that no overtime, or additional compensation shall be allowed if the proceedings extend beyond the employee's or representative's workday or workweek. The employee and representative shall cooperate with the Department in such a manner that there will be a minimum of interference with the normal operations of the Department's work.
- G. **Extension of Time.** The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved.

ARTICLE 27 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the CITY has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the CITY shall include, but not be limited to the right:

To determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce reasonable dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; to modify shift work time of a classification or position, when such modification will aid the City in its delivery of services to the public; determine the content and intent of job classifications; approve or disapprove secondary employment held by departmental employees; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Those inherent managerial functions, prerogatives and policy making right whether listed above or not which the CITY has not expressly modified or restricted by a specific provision of this Agreement shall be carried out in accordance with applicable Civil Service Rules.

In exercising these rights the City shall comply with all applicable provisions of this MOU and all applicable laws. The exercise of said rights shall not preclude employees or their representatives from meeting and conferring as required by law with City management representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Such meeting and conferring shall take place prior to implementation except in case of emergency or unforeseen circumstance. In the event of emergency or unforeseen circumstance the City will meet and confer with NCMEA as soon as possible after implementation.

ARTICLE 28 – OBLIGATION TO SUPPORT

Section 1

The parties agree that subsequent to the execution of this MOU and during the period of time said MOU is pending before the City Council for action, neither the NCMEA, nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this MOU in its entirety.

Section 2

During the term of this MOU, NCMEA, its officers, agents and members agree that they shall neither engage in, nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work.

Section 3

During the term of this MOU, if an employee participates in any manner in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or participates in any manner in any picketing other than informational or impediment to work in support of any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or induces other employees of the City to engage in such activities, such employee shall be subject to any action or remedy legally available to the City.

ARTICLE 29 – AGREEMENT, MODIFICATION, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded, or terminated in their entirety.
- B. No agreement, alteration, understanding, variation, waiver of modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by the City Council.
- C. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcements of all of its terms and provisions.
- D. The provisions of this MOU shall not be revised during the term of this MOU without mutual written approval of the parties except as set out in Article 19 of this MOU, or in the event that the City determines that a citywide lay-off is necessary.

ARTICLE 30 – DURATION OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective January 1, 2022 and shall remain in full force and effect until December 31, 2024, with its terms continuing in effect thereafter, until a successor agreement is agreed to and approved, or impasse proceedings are completed.

Both parties mutually agree to begin a good faith meet and confer process for the successor MOU by September 1, 2024, and strive to complete negotiations and have a successor MOU approved by December 31, 2024

The City shall provide in the month of July in the year the MOU expires a compensation study for the MEA represented bargaining unit based on wages and benefits in effect in the following survey agencies, based on compensation known and in effect as of July 1 of the applicable year: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, Oceanside, Poway, City of San Diego, San Marcos, Santee, Solana Beach, Vista and County of San Diego.

ARTICLE 31 – DEFINITIONS

Refer to definitions contained in the Civil Service Rules.

NCMEA MOU: APPENDIX A

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
CLERICAL & FISCAL POSITIONS					
ACCOUNTANT					
	A	28.58	2,286.07	4,953.15	59,437.81
	B	29.99	2,399.42	5,198.75	62,384.96
	C	31.50	2,519.70	5,459.34	65,512.08
	D	33.08	2,646.03	5,733.06	68,796.68
	E	34.72	2,777.55	6,018.02	72,216.27
ACCOUNTANT TRAINEE					
	A	24.28	1,942.55	4,208.87	50,506.39
	B	25.49	2,039.46	4,418.84	53,026.09
	C	26.77	2,141.57	4,640.06	55,680.77
	D	28.11	2,248.86	4,872.54	58,470.43
	E	29.52	2,361.35	5,116.26	61,395.08
ACCOUNTING ASSISTANT					
	A	20.40	1,632.27	3,536.58	42,438.92
	B	21.42	1,713.36	3,712.28	44,547.41
	C	22.48	1,798.77	3,897.34	46,768.05
	D	23.62	1,889.36	4,093.61	49,123.28
	E	24.79	1,983.39	4,297.35	51,568.23
ADMINISTRATIVE SECRETARY					
	A	21.15	1,691.92	3,665.84	43,990.04
	B	22.20	1,776.02	3,848.05	46,176.55
	C	23.31	1,865.11	4,041.08	48,492.95
	D	24.48	1,958.37	4,243.13	50,917.60
	E	25.71	2,056.62	4,456.01	53,472.14
ADMINISTRATIVE TECHNICIAN					
	A	24.26	1,940.73	4,204.92	50,459.08
	B	25.47	2,037.55	4,414.70	52,976.37
	C	26.75	2,139.60	4,635.81	55,629.72
	D	28.09	2,246.89	4,868.26	58,419.15
	E	29.48	2,358.54	5,110.16	61,321.96
BUYER					
	A	24.27	1,941.85	4,207.35	50,488.23
	B	25.49	2,038.81	4,417.43	53,009.14
	C	26.76	2,141.16	4,639.17	55,670.10
	D	28.11	2,248.89	4,872.59	58,471.11
	E	29.51	2,361.11	5,115.74	61,388.83
EXECUTIVE SECRETARY					
	A	24.41	1,952.54	4,230.51	50,766.06
	B	25.62	2,049.96	4,441.58	53,298.95
	C	26.90	2,152.37	4,663.48	55,961.73
	D	28.25	2,259.78	4,896.20	58,754.41
	E	29.66	2,373.02	5,141.55	61,698.62

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
MANAGEMENT ANALYST TRAINEE					
	A	24.40	1,951.79	4,228.88	50,746.55
	B	25.61	2,049.17	4,439.87	53,278.47
	C	26.89	2,151.55	4,661.69	55,940.23
	D	28.24	2,258.92	4,894.32	58,731.83
	E	29.65	2,372.11	5,139.58	61,674.91
OFFICE ASSISTANT					
	A	16.26	1,300.43	2,817.59	33,811.14
	B	17.09	1,366.94	2,961.70	35,540.37
	C	17.93	1,434.32	3,107.70	37,292.36
	D	18.83	1,506.08	3,263.18	39,158.12
	E	19.77	1,581.34	3,426.24	41,114.89
PURCHASING CLERK					
	A	19.97	1,597.45	3,461.15	41,533.79
	B	20.96	1,676.82	3,633.11	43,597.31
	C	22.01	1,760.41	3,814.22	45,770.59
	D	23.11	1,849.06	4,006.30	48,075.58
	E	24.26	1,941.09	4,205.70	50,468.38
SENIOR ACCOUNTING ASSISTANT					
	A	23.33	1,866.06	4,043.14	48,517.65
	B	24.49	1,959.24	4,245.01	50,940.17
	C	25.72	2,057.59	4,458.11	53,497.27
	D	27.01	2,161.11	4,682.41	56,188.95
	E	28.36	2,268.95	4,916.07	58,992.79
SENIOR OFFICE ASSISTANT					
	A	18.16	1,452.85	3,147.85	37,774.20
	B	19.07	1,525.41	3,305.05	39,660.64
	C	20.03	1,602.34	3,471.73	41,660.72
	D	21.02	1,681.88	3,644.08	43,728.98
	E	22.08	1,766.68	3,827.80	45,933.61
ENGINEERING, PLANNING, AND INSPECTION POSITIONS					
ASSISTANT ENGINEER-CIVIL					
	A	35.62	2,849.98	6,174.96	74,099.55
	B	37.40	2,992.22	6,483.15	77,797.85
	C	39.29	3,143.04	6,809.91	81,718.93
	D	41.25	3,299.84	7,149.66	85,795.97
	E	43.30	3,464.37	7,506.13	90,073.51
ASSISTANT PLANNER					
	A	29.10	2,327.96	5,043.91	60,526.98
	B	30.56	2,444.62	5,296.67	63,560.02
	C	32.08	2,566.42	5,560.57	66,726.87
	D	33.68	2,694.22	5,837.49	70,049.83
	E	35.36	2,828.89	6,129.27	73,551.20

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
ASSOCIATE ENGINEER-CIVIL					
	A	40.18	3,214.16	6,964.01	83,568.08
	B	42.19	3,375.25	7,313.04	87,756.51
	C	44.29	3,543.20	7,676.93	92,123.17
	D	46.51	3,720.57	8,061.24	96,734.90
	E	48.84	3,907.37	8,465.97	101,591.69
ASSOCIATE PLANNER					
	A	32.14	2,571.56	5,571.72	66,860.68
	B	33.76	2,701.09	5,852.35	70,228.24
	C	35.45	2,835.75	6,144.13	73,729.62
	D	37.22	2,977.28	6,450.78	77,409.41
	E	39.07	3,125.68	6,772.30	81,267.61
BUILDING INSPECTOR					
	A	29.96	2,396.58	5,192.59	62,311.04
	B	31.46	2,516.62	5,452.68	65,432.12
	C	33.02	2,641.77	5,723.84	68,686.02
	D	34.67	2,773.73	6,009.75	72,117.00
	E	36.41	2,912.50	6,310.42	75,725.07
BUILDING INSPECTOR/PLAN CHECKER					
	A	32.48	2,598.21	5,629.45	67,553.42
	B	34.10	2,727.95	5,910.56	70,926.71
	C	35.81	2,864.43	6,206.27	74,475.23
	D	37.60	3,007.65	6,516.58	78,198.99
	E	39.48	3,158.46	6,843.32	82,119.90
CIVIL ENGINEERING TECHNICIAN					
	A	26.66	2,133.06	4,621.64	55,459.62
	B	28.00	2,239.80	4,852.90	58,234.84
	C	29.40	2,351.71	5,095.36	61,144.35
	D	30.87	2,469.64	5,350.88	64,210.52
	E	32.41	2,592.73	5,617.58	67,410.97
CODE CONFORMANCE OFFICER I					
	A	25.76	2,060.68	4,464.81	53,577.74
	B	27.05	2,163.88	4,688.42	56,260.99
	C	28.40	2,272.12	4,922.93	59,075.13
	D	29.82	2,385.39	5,168.35	62,020.16
	E	31.31	2,504.53	5,426.49	65,117.89
CODE CONFORMANCE OFFICER II					
	A	28.25	2,260.37	4,897.48	58,769.72
	B	29.66	2,372.81	5,141.08	61,692.93
	C	31.14	2,491.11	5,397.40	64,768.85
	D	32.70	2,616.13	5,668.27	68,019.29
	E	34.34	2,747.02	5,951.87	71,422.44

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
CONSTRUCTION INSPECTOR					
	A	28.76	2,301.11	4,985.73	59,828.78
	B	30.19	2,415.56	5,233.72	62,804.68
	C	31.70	2,536.00	5,494.67	65,936.03
	D	33.29	2,663.27	5,770.42	69,245.04
	E	34.96	2,796.52	6,059.13	72,709.52
FIRE INSPECTOR					
	A	29.86	2,388.92	5,176.00	62,111.96
	B	31.36	2,508.58	5,435.26	65,223.08
	C	32.92	2,633.33	5,705.55	68,466.58
	D	34.56	2,764.87	5,990.55	71,886.60
	E	36.29	2,903.20	6,290.26	75,483.13
GRAFFITI REMOVAL ASSISTANT					
	A	19.72	1,577.99	3,418.97	41,027.68
	B	20.71	1,656.72	3,589.56	43,074.67
	C	21.75	1,739.68	3,769.31	45,231.70
	D	22.84	1,826.88	3,958.23	47,498.79
	E	23.98	1,918.30	4,156.33	49,875.93
GRAFFITI REMOVAL TECHNICIAN					
	A	23.31	1,864.97	4,040.77	48,489.26
	B	24.48	1,958.09	4,242.54	50,910.43
	C	25.69	2,055.45	4,453.47	53,441.64
	D	26.98	2,158.73	4,677.24	56,126.93
	E	28.34	2,267.09	4,912.02	58,944.28
JUNIOR ENGINEER-CIVIL					
	A	30.42	2,433.54	5,272.67	63,272.02
	B	31.94	2,555.22	5,536.30	66,435.62
	C	33.55	2,683.75	5,814.79	69,777.45
	D	35.22	2,817.42	6,104.41	73,252.96
	E	36.97	2,957.95	6,408.89	76,906.69
PARKING REGULATIONS OFFICER					
	A	20.71	1,656.95	3,590.07	43,080.81
	B	21.75	1,740.37	3,770.79	45,249.53
	C	22.84	1,827.25	3,959.05	47,508.62
	D	23.99	1,919.36	4,158.60	49,903.25
	E	25.19	2,014.93	4,365.69	52,388.25
PERMIT TECHNICIAN					
	A	22.20	1,775.81	3,847.58	46,170.94
	B	23.30	1,864.07	4,038.82	48,465.86
	C	24.47	1,957.58	4,241.43	50,897.10
	D	25.69	2,055.46	4,453.50	53,441.96
	E	26.98	2,158.58	4,676.93	56,123.14

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN					
	A	23.83	1,906.71	4,131.21	49,574.55
	B	25.02	2,001.92	4,337.50	52,049.99
	C	26.28	2,102.19	4,554.74	54,656.87
	D	27.58	2,206.66	4,781.11	57,373.28
	E	28.97	2,317.88	5,022.08	60,264.95
PLANS EXAMINER					
	A	35.40	2,832.11	6,136.25	73,634.95
	B	37.17	2,973.68	6,442.96	77,315.56
	C	39.03	3,122.19	6,764.74	81,176.83
	D	40.98	3,278.51	7,103.44	85,241.31
	E	43.03	3,442.65	7,459.09	89,509.02
SENIOR BUILDING INSPECTOR					
	A	32.82	2,625.59	5,688.79	68,265.45
	B	34.46	2,756.70	5,972.86	71,674.30
	C	36.18	2,894.62	6,271.69	75,260.22
	D	37.99	3,039.36	6,585.27	79,023.24
	E	39.90	3,191.75	6,915.46	82,985.46
SENIOR CIVIL ENGINEERING TECHNICIAN					
	A	29.46	2,356.87	5,106.55	61,278.63
	B	30.94	2,474.80	5,362.07	64,344.80
	C	32.48	2,598.76	5,630.64	67,567.64
	D	33.71	2,696.89	5,843.25	70,119.05
	E	35.81	2,864.74	6,206.94	74,483.30
SENIOR CODE CONFORMANCE OFFICER					
	A	30.89	2,470.97	5,353.77	64,245.29
	B	32.44	2,595.15	5,622.83	67,473.92
	C	34.05	2,724.36	5,902.79	70,833.43
	D	35.76	2,861.13	6,199.11	74,389.29
	E	37.54	3,002.92	6,506.34	78,076.03
SENIOR CONSTRUCTION INSPECTOR					
	A	32.93	2,634.23	5,707.50	68,489.97
	B	34.57	2,765.77	5,992.50	71,910.02
	C	36.30	2,904.14	6,292.31	75,507.74
	D	38.12	3,049.35	6,606.93	79,283.13
	E	40.03	3,202.25	6,938.20	83,258.39
STORM WATER COMPLIANCE INSPECTOR					
	A	28.72	2,297.29	4,977.46	59,729.58
	B	30.15	2,412.24	5,226.52	62,718.24
	C	31.66	2,533.06	5,488.30	65,859.61
	D	32.86	2,628.71	5,695.54	68,346.52
	E	34.90	2,792.33	6,050.04	72,600.45

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
LIBRARY & COMMUNITY SERVICES POSITIONS					
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR					
	A	28.77	2,301.91	4,987.46	59,849.56
	B	30.22	2,417.26	5,237.39	62,848.66
	C	31.72	2,537.69	5,498.34	65,980.06
	D	33.30	2,664.07	5,772.15	69,265.83
	E	34.97	2,797.23	6,060.67	72,728.02
EXECUTIVE CHEF					
	A	20.21	1,617.13	3,503.78	42,045.39
	B	21.22	1,697.47	3,677.86	44,134.32
	C	22.28	1,782.09	3,861.20	46,334.37
	D	23.40	1,871.84	4,055.65	48,667.76
	E	24.56	1,965.00	4,257.50	51,090.03
HOME DELIVERED MEAL COORDINATOR					
	A	16.45	1,316.27	2,851.92	34,222.99
	B	17.28	1,382.08	2,994.51	35,934.14
	C	18.13	1,450.46	3,142.66	37,711.96
	D	19.04	1,523.11	3,300.07	39,600.89
	E	19.99	1,599.18	3,464.89	41,578.71
HOME DELIVERED MEAL DRIVER					
	A	16.20	1,295.76	2,807.47	33,689.64
	B	17.00	1,359.86	2,946.36	35,356.35
	C	17.85	1,428.24	3,094.51	37,134.17
	D	18.75	1,500.03	3,250.07	39,000.87
	E	19.68	1,574.39	3,411.19	40,934.25
LIBRARIAN					
	A	28.77	2,301.91	4,987.46	59,849.56
	B	30.22	2,417.26	5,237.39	62,848.66
	C	31.72	2,537.69	5,498.34	65,980.06
	D	33.30	2,664.07	5,772.15	69,265.83
	E	34.97	2,797.23	6,060.67	72,728.02
LIBRARY ASSISTANT					
	A	16.98	1,358.12	2,942.58	35,311.00
	B	17.82	1,425.94	3,089.53	37,074.32
	C	18.71	1,497.19	3,243.91	38,926.92
	D	19.65	1,571.88	3,405.73	40,868.80
	E	20.64	1,650.86	3,576.86	42,922.28
LIBRARY TECHNICIAN					
	A	21.53	1,722.58	3,732.26	44,787.16
	B	22.61	1,808.92	3,919.33	47,031.97
	C	23.73	1,898.61	4,113.66	49,363.95
	D	24.93	1,994.17	4,320.71	51,848.50
	E	26.16	2,093.09	4,535.02	54,420.22

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
NEIGHBORHOOD COUNCIL SPECIALIST					
	A	23.54	1,882.95	4,079.72	48,956.65
	B	24.71	1,976.97	4,283.43	51,401.15
	C	25.94	2,075.26	4,496.40	53,956.76
	D	27.24	2,179.54	4,722.33	56,667.94
	E	28.61	2,288.94	4,959.37	59,512.44
RECREATION CENTER SUPERVISOR					
	A	24.21	1,936.61	4,195.99	50,351.84
	B	25.43	2,034.10	4,407.23	52,886.71
	C	26.69	2,135.14	4,626.15	55,513.77
	D	28.03	2,242.39	4,858.51	58,302.13
	E	29.43	2,354.07	5,100.48	61,205.71
RECREATION SUPERVISOR					
	A	26.52	2,121.68	4,596.97	55,163.60
	B	27.85	2,228.11	4,827.57	57,930.85
	C	29.24	2,338.90	5,067.63	60,811.51
	D	30.70	2,455.81	5,320.91	63,850.96
	E	32.24	2,578.81	5,587.43	67,049.17
SENIOR LIBRARIAN					
	A	31.89	2,551.12	5,527.43	66,329.17
	B	33.48	2,678.03	5,802.41	69,628.91
	C	35.16	2,812.67	6,094.11	73,129.31
	D	36.92	2,953.30	6,398.81	76,785.77
	E	38.77	3,101.65	6,720.24	80,642.90
SENIOR LIBRARY TECHNICIAN					
	A	22.66	1,813.11	3,928.41	47,140.94
	B	23.80	1,903.64	4,124.56	49,494.72
	C	24.99	1,999.20	4,331.61	51,979.26
	D	26.25	2,099.79	4,549.55	54,594.57
	E	27.56	2,204.57	4,776.57	57,318.85
SOUS CHEF					
	A	17.33	1,386.36	3,003.77	36,045.25
	B	18.19	1,455.59	3,153.77	37,845.29
	C	19.10	1,528.24	3,311.19	39,734.22
	D	20.06	1,605.16	3,477.86	41,734.27
	E	21.06	1,684.65	3,650.08	43,800.98
POLICE SUPPORT POSITIONS					
ABANDONED VEHICLE ABATEMENT OFFICER					
	A	20.06	1,605.16	3,477.86	41,734.27
	B	21.06	1,684.65	3,650.08	43,800.98
	C	22.12	1,769.27	3,833.42	46,001.03
	D	23.23	1,858.16	4,026.02	48,312.19
	E	24.38	1,950.47	4,226.02	50,712.25

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR					
	A	16.90	1,352.17	2,929.70	35,156.34
	B	17.75	1,419.69	3,075.99	36,911.94
	C	18.63	1,490.63	3,229.70	38,756.42
	D	19.56	1,564.99	3,390.82	40,689.80
	E	20.55	1,643.63	3,561.19	42,734.29
ANIMAL REGULATIONS OFFICER					
	A	22.59	1,806.82	3,914.78	46,977.32
	B	23.71	1,897.08	4,110.33	49,323.99
	C	24.90	1,992.39	4,316.85	51,802.25
	D	26.14	2,091.09	4,530.69	54,368.24
	E	27.45	2,195.68	4,757.31	57,087.75
COMMUNITY SERVICES OFFICER					
	A	20.09	1,607.47	3,482.85	41,794.26
	B	21.10	1,688.24	3,657.85	43,894.24
	C	22.16	1,772.52	3,840.46	46,085.53
	D	23.26	1,861.19	4,032.58	48,390.95
	E	24.43	1,954.25	4,234.21	50,810.50
CRIME ANALYST					
	A	29.07	2,325.33	5,038.21	60,458.54
	B	30.52	2,441.68	5,290.31	63,483.68
	C	32.05	2,563.98	5,555.28	66,663.38
	D	33.26	2,660.79	5,765.05	69,180.65
	E	35.33	2,826.40	6,123.87	73,486.50
CRIME SCENE SPECIALIST					
	A	26.33	2,106.70	4,564.51	54,774.09
	B	27.65	2,212.38	4,793.48	57,521.80
	C	29.03	2,322.39	5,031.84	60,382.13
	D	30.48	2,438.47	5,283.34	63,400.11
	E	32.01	2,560.61	5,547.98	66,575.74
POLICE DISPATCH SUPERVISOR					
	A	35.25	2,820.32	6,110.70	73,328.38
	B	37.02	2,961.68	6,416.98	77,003.71
	C	38.87	3,109.89	6,738.10	80,857.23
	D	40.82	3,265.82	7,075.94	84,911.23
	E	42.86	3,428.59	7,428.62	89,143.43
POLICE DISPATCHER					
	A	27.74	2,218.90	4,807.63	57,691.52
	B	29.12	2,329.42	5,047.08	60,564.96
	C	30.57	2,445.94	5,299.53	63,594.33
	D	32.11	2,568.45	5,564.97	66,779.61
	E	33.71	2,696.95	5,843.40	70,120.82

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATIVE AIDE					
	A	24.41	1,953.04	4,231.58	50,778.92
	B	25.63	2,050.47	4,442.69	53,312.31
	C	26.91	2,153.04	4,664.92	55,979.03
	D	28.26	2,260.73	4,898.26	58,779.09
	E	29.67	2,373.56	5,142.71	61,712.49
POLICE INVESTIGATOR (NON-SWORN)					
	A	28.99	2,319.56	5,025.71	60,308.56
	B	30.45	2,435.74	5,277.45	63,329.34
	C	31.96	2,556.87	5,539.89	66,478.67
	D	33.56	2,684.59	5,816.62	69,799.39
	E	35.24	2,818.90	6,107.63	73,291.50
POLICE OPERATIONS ASSISTANT					
	A	22.45	1,796.40	3,892.20	46,706.37
	B	23.58	1,886.44	4,087.28	49,047.37
	C	24.75	1,979.97	4,289.94	51,479.28
	D	26.00	2,079.63	4,505.86	54,070.29
	E	27.28	2,182.78	4,729.35	56,752.22
POLICE RECORDS CLERK					
	A	17.84	1,427.19	3,092.25	37,107.01
	B	18.73	1,498.47	3,246.68	38,960.13
	C	19.68	1,574.03	3,410.41	40,924.88
	D	20.65	1,652.18	3,579.72	42,956.61
	E	21.69	1,735.47	3,760.19	45,122.30
POLICE RECORDS SUPERVISOR					
	A	27.75	2,219.86	4,809.69	57,716.26
	B	29.13	2,330.27	5,048.92	60,587.07
	C	30.58	2,446.46	5,300.65	63,607.86
	D	32.12	2,569.23	5,566.67	66,800.03
	E	33.72	2,697.78	5,845.18	70,142.18
PROPERTY & EVIDENCE SPECIALIST I					
	A	20.93	1,674.37	3,627.80	43,533.57
	B	21.97	1,757.59	3,808.12	45,697.39
	C	23.07	1,845.76	3,999.15	47,989.76
	D	24.23	1,938.05	4,199.10	50,389.25
	E	25.44	2,035.28	4,409.77	52,917.28
PROPERTY & EVIDENCE SPECIALIST II					
	A	25.05	2,003.97	4,341.93	52,103.17
	B	26.31	2,104.50	4,559.74	54,716.90
	C	27.61	2,209.14	4,786.48	57,437.74
	D	28.99	2,319.56	5,025.71	60,308.56
	E	30.45	2,435.74	5,277.45	63,329.34

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE UNIT SUPERVISOR					
	A	28.04	2,242.92	4,859.65	58,315.83
	B	29.43	2,354.48	5,101.37	61,216.47
	C	30.90	2,471.87	5,355.72	64,268.64
	D	32.45	2,595.92	5,624.50	67,493.97
	E	34.07	2,725.80	5,905.90	70,870.84
SENIOR POLICE DISPATCHER					
	A	33.68	2,694.38	5,837.83	70,053.99
	B	35.36	2,828.89	6,129.26	73,551.13
	C	37.12	2,969.39	6,433.68	77,204.18
	D	38.98	3,118.46	6,756.67	81,079.98
	E	40.92	3,273.53	7,092.64	85,111.71
STOP GRANT OFFICE COORDINATOR					
	A	22.20	1,776.29	3,848.64	46,183.62
	B	23.31	1,864.58	4,039.93	48,479.17
	C	24.48	1,958.12	4,242.59	50,911.08
	D	25.70	2,056.02	4,454.72	53,456.63
	E	26.99	2,159.18	4,678.21	56,138.56
TRAINING COORDINATOR					
	A	20.25	1,619.91	3,509.80	42,117.64
	B	21.26	1,700.81	3,685.10	44,221.16
	C	22.33	1,786.26	3,870.24	46,442.85
	D	23.44	1,875.35	4,063.26	48,759.09
	E	24.61	1,968.98	4,266.12	51,193.50
COMMUNITY DEVELOPMENT & HOUSING POSITIONS					
COMMUNITY DEVELOPMENT SPECIALIST I					
	A	28.16	2,252.40	4,880.21	58,562.47
	B	29.57	2,365.27	5,124.76	61,497.07
	C	31.04	2,483.12	5,380.09	64,561.14
	D	32.58	2,606.78	5,648.02	67,776.25
	E	34.21	2,737.08	5,930.33	71,163.98
COMMUNITY DEVELOPMENT SPECIALIST II					
	A	31.10	2,488.10	5,390.88	64,690.60
	B	32.67	2,613.42	5,662.41	67,948.87
	C	34.30	2,743.72	5,944.72	71,336.60
	D	36.01	2,880.65	6,241.41	74,896.96
	E	37.80	3,024.23	6,552.50	78,629.94
HOUSING ASSISTANT					
	A	20.93	1,674.70	3,628.53	43,542.32
	B	21.99	1,759.07	3,811.32	45,735.89
	C	23.09	1,846.82	4,001.43	48,017.20
	D	24.23	1,938.78	4,200.68	50,408.19
	E	25.46	2,036.64	4,412.73	52,952.73

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR I					
	A	26.85	2,147.98	4,653.96	55,847.51
	B	28.19	2,255.25	4,886.38	58,636.57
	C	29.61	2,368.48	5,131.71	61,580.57
	D	31.09	2,486.82	5,388.12	64,657.39
	E	32.64	2,611.12	5,657.43	67,889.15
HOUSING INSPECTOR II					
	A	29.44	2,354.86	5,102.20	61,226.41
	B	30.90	2,472.35	5,356.76	64,281.09
	C	32.45	2,595.80	5,624.23	67,490.71
	D	34.08	2,726.05	5,906.45	70,877.42
	E	35.78	2,862.27	6,201.59	74,419.08
HOUSING SPECIALIST					
	A	28.91	2,313.01	5,011.51	60,138.18
	B	30.36	2,428.44	5,261.62	63,139.44
	C	31.87	2,549.95	5,524.89	66,298.67
	D	33.47	2,677.53	5,801.32	69,615.86
	E	35.14	2,811.19	6,090.92	73,091.01
LEAD HAZARD CONTROL PROGRAM CASE MANAGER					
	A	25.52	2,041.93	4,424.17	53,090.08
	B	26.81	2,144.49	4,646.40	55,756.80
	C	28.14	2,251.33	4,877.89	58,534.64
	D	29.55	2,364.16	5,122.34	61,468.04
	E	31.04	2,482.96	5,379.75	64,557.00
LEAD HAZARD CONTROL PROGRAM COORDINATOR					
	A	27.94	2,235.09	4,842.70	58,112.41
	B	29.35	2,347.92	5,087.15	61,045.81
	C	30.81	2,465.01	5,340.86	64,090.32
	D	32.35	2,588.09	5,607.53	67,290.40
	E	33.98	2,718.01	5,889.02	70,668.25
LEAD HOUSING INSPECTOR					
	A	26.63	2,130.10	4,615.22	55,382.67
	B	27.96	2,236.52	4,845.80	58,149.59
	C	29.34	2,347.20	5,085.60	61,027.19
	D	30.81	2,464.69	5,340.16	64,081.87
	E	32.36	2,588.99	5,609.47	67,313.63
LEAD RISK INSPECTOR/ASSESSOR					
	A	26.63	2,130.10	4,615.22	55,382.67
	B	27.96	2,236.52	4,845.80	58,149.59
	C	29.34	2,347.20	5,085.60	61,027.19
	D	30.81	2,464.69	5,340.16	64,081.87
	E	32.36	2,588.99	5,609.47	67,313.63

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
LEAD SAMPLING TECHNICIAN					
	A	20.63	1,650.46	3,576.01	42,912.07
	B	21.66	1,732.52	3,753.79	45,045.45
	C	22.74	1,818.84	3,940.83	47,289.95
	D	23.88	1,910.30	4,138.98	49,667.78
	E	25.08	2,006.03	4,346.39	52,156.72
PROPERTY AGENT					
	A	31.64	2,530.92	5,483.67	65,804.01
	B	33.22	2,657.97	5,758.94	69,107.25
	C	34.89	2,790.87	6,046.88	72,562.61
	D	36.62	2,929.62	6,347.51	76,170.10
	E	38.45	3,075.89	6,664.43	79,973.17
SENIOR HOUSING SPECIALIST					
	A	31.68	2,534.33	5,491.04	65,892.49
	B	33.25	2,660.17	5,763.71	69,164.54
	C	34.92	2,793.83	6,053.31	72,639.70
	D	36.66	2,932.70	6,354.19	76,250.24
	E	38.50	3,080.25	6,673.87	80,086.45
PARK MAINTENANCE POSITIONS					
ASSISTANT TREE TRIMMER					
	A	21.11	1,688.52	3,658.46	43,901.53
	B	22.17	1,773.58	3,842.77	46,113.19
	C	23.28	1,862.05	4,034.44	48,413.32
	D	24.43	1,954.77	4,235.34	50,824.04
	E	25.67	2,053.44	4,449.13	53,389.57
LEAD TREE TRIMMER					
	A	23.23	1,858.65	4,027.07	48,324.86
	B	24.40	1,952.22	4,229.81	50,757.69
	C	25.61	2,049.19	4,439.92	53,278.99
	D	26.90	2,152.12	4,662.92	55,955.10
	E	28.24	2,259.30	4,895.15	58,741.80
PARK CARETAKER					
	A	19.40	1,551.66	3,361.94	40,343.23
	B	20.37	1,629.63	3,530.86	42,370.31
	C	21.39	1,710.98	3,707.13	44,485.52
	D	22.46	1,796.57	3,892.57	46,710.89
	E	23.58	1,886.40	4,087.20	49,046.44
PARK SUPERVISOR					
	A	28.03	2,242.24	4,858.19	58,298.25
	B	29.43	2,354.22	5,100.81	61,209.70
	C	30.91	2,472.42	5,356.91	64,282.90
	D	32.45	2,595.95	5,624.56	67,494.73
	E	34.07	2,725.70	5,905.69	70,868.31

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PARKS EQUIPMENT OPERATOR					
	A	23.07	1,845.94	3,999.53	47,994.38
	B	24.23	1,938.11	4,199.24	50,390.83
	C	25.43	2,034.47	4,408.02	52,896.21
	D	26.71	2,136.70	4,629.51	55,554.10
	E	28.05	2,243.95	4,861.89	58,342.69
SENIOR PARK CARETAKER					
	A	20.80	1,664.37	3,606.14	43,273.68
	B	21.83	1,746.57	3,784.24	45,410.92
	C	22.92	1,833.86	3,973.36	47,680.36
	D	24.07	1,925.38	4,171.66	50,059.98
	E	25.29	2,022.84	4,382.82	52,593.82
TREE TRIMMER					
	A	22.03	1,762.53	3,818.81	45,825.68
	B	23.14	1,850.99	4,010.48	48,125.81
	C	24.30	1,943.71	4,211.38	50,536.52
	D	25.51	2,040.69	4,421.48	53,057.82
	E	26.78	2,142.76	4,642.65	55,711.82
PUBLIC WORKS POSITIONS					
BUILDING TRADES SPECIALIST					
	A	24.30	1,944.26	4,212.57	50,550.78
	B	25.52	2,041.26	4,422.73	53,072.79
	C	26.79	2,143.37	4,643.96	55,727.53
	D	28.13	2,250.58	4,876.25	58,515.02
	E	29.54	2,362.89	5,119.60	61,435.24
CARPENTER					
	A	23.67	1,893.21	4,101.95	49,223.41
	B	24.85	1,987.66	4,306.59	51,679.05
	C	26.09	2,087.21	4,522.29	54,267.42
	D	27.40	2,191.87	4,749.04	56,988.54
	E	28.76	2,300.78	4,985.02	59,820.27
CUSTODIAN					
	A	16.15	1,291.83	2,798.97	33,587.64
	B	16.95	1,356.09	2,938.19	35,258.23
	C	17.81	1,424.57	3,086.56	37,038.73
	D	18.69	1,495.58	3,240.43	38,885.17
	E	19.62	1,569.98	3,401.63	40,819.53
ELECTRICIAN					
	A	25.38	2,030.02	4,398.38	52,780.51
	B	26.64	2,131.30	4,617.83	55,413.91
	C	27.97	2,237.78	4,848.53	58,182.35
	D	29.37	2,349.46	5,090.49	61,085.84
	E	30.84	2,467.19	5,345.57	64,146.89

**CITY OF NATIONAL CITY
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EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC					
	A	25.55	2,043.65	4,427.90	53,134.80
	B	26.83	2,146.30	4,650.31	55,803.77
	C	28.17	2,253.23	4,882.00	58,583.95
	D	29.58	2,366.15	5,126.65	61,519.82
	E	31.06	2,485.05	5,384.28	64,611.38
EQUIPMENT OPERATOR					
	A	23.20	1,855.98	4,021.30	48,255.57
	B	24.36	1,948.66	4,222.09	50,665.06
	C	25.57	2,045.54	4,432.01	53,184.08
	D	26.85	2,148.32	4,654.70	55,856.42
	E	28.20	2,256.16	4,888.35	58,660.20
LEAD EQUIPMENT MECHANIC					
	A	27.96	2,236.98	4,846.78	58,161.37
	B	29.37	2,349.89	5,091.44	61,097.24
	C	30.84	2,467.09	5,345.36	64,144.31
	D	32.38	2,590.27	5,612.26	67,347.08
	E	34.00	2,720.30	5,893.98	70,727.78
MAINTENANCE WORKER					
	A	19.72	1,577.99	3,418.97	41,027.68
	B	20.71	1,656.72	3,589.56	43,074.67
	C	21.75	1,739.68	3,769.31	45,231.70
	D	22.84	1,826.88	3,958.23	47,498.79
	E	23.98	1,918.30	4,156.33	49,875.93
PLUMBER					
	A	23.89	1,911.19	4,140.90	49,690.84
	B	25.08	2,006.53	4,347.48	52,169.79
	C	26.34	2,107.03	4,565.23	54,782.75
	D	27.66	2,212.68	4,794.14	57,529.70
	E	29.03	2,322.63	5,032.36	60,388.32
SENIOR EQUIPMENT OPERATOR					
	A	25.86	2,069.13	4,483.12	53,797.40
	B	27.16	2,172.76	4,707.64	56,491.65
	C	28.52	2,281.44	4,943.11	59,317.33
	D	29.94	2,395.17	5,189.54	62,274.44
	E	31.44	2,514.80	5,448.74	65,384.87
SENIOR TRAFFIC PAINTER					
	A	23.67	1,893.70	4,103.01	49,236.17
	B	24.85	1,988.25	4,307.89	51,694.62
	C	26.09	2,087.11	4,522.07	54,264.83
	D	27.40	2,191.98	4,749.29	56,991.48
	E	28.78	2,302.01	4,987.69	59,852.23

**CITY OF NATIONAL CITY
 NCMEA SALARY SCHEDULE
 EFFECTIVE 02/08/2022**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
STREET SWEEPER OPERATOR					
	A	23.21	1,856.51	4,022.44	48,269.32
	B	24.37	1,949.21	4,223.29	50,679.50
	C	25.58	2,046.12	4,433.27	53,199.23
	D	26.86	2,148.94	4,656.03	55,872.34
	E	28.21	2,256.80	4,889.74	58,676.91
SUPERVISING CUSTODIAN					
	A	17.86	1,428.79	3,095.72	37,148.63
	B	18.75	1,499.81	3,249.59	38,995.07
	C	19.69	1,575.05	3,412.62	40,951.42
	D	20.67	1,653.68	3,582.97	42,995.70
	E	21.71	1,736.53	3,762.49	45,149.88
TRAFFIC PAINTER					
	A	21.33	1,706.31	3,697.00	44,363.96
	B	22.40	1,792.27	3,883.24	46,598.92
	C	23.52	1,881.66	4,076.94	48,923.27
	D	24.69	1,975.36	4,279.95	51,359.38
	E	25.94	2,075.07	4,495.99	53,951.93
WASTEWATER CREW CHIEF					
	A	25.77	2,061.42	4,466.41	53,596.93
	B	27.06	2,164.97	4,690.76	56,289.11
	C	28.41	2,272.83	4,924.46	59,093.47
	D	29.83	2,386.73	5,171.24	62,054.88
	E	31.33	2,506.67	5,431.11	65,173.33

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
CLERICAL & FISCAL POSITIONS					
ACCOUNTANT					
	A	30.91	2,472.61	5,357.33	64,287.94
	B	32.44	2,595.21	5,622.96	67,475.57
	C	34.07	2,725.30	5,904.82	70,857.87
	D	35.77	2,861.94	6,200.87	74,410.49
	E	37.55	3,004.20	6,509.09	78,109.12
ACCOUNTANT TRAINEE					
	A	26.26	2,101.07	4,552.31	54,627.72
	B	27.57	2,205.89	4,779.42	57,353.02
	C	28.95	2,316.32	5,018.69	60,224.32
	D	30.40	2,432.37	5,270.13	63,241.62
	E	31.93	2,554.04	5,533.74	66,404.92
ACCOUNTING ASSISTANT					
	A	22.00	1,760.24	3,813.84	45,766.13
	B	23.10	1,847.69	4,003.33	48,039.93
	C	24.25	1,939.79	4,202.89	50,434.67
	D	25.47	2,037.48	4,414.55	52,974.54
	E	26.74	2,138.89	4,634.26	55,611.17
ADMINISTRATIVE SECRETARY					
	A	22.01	1,760.95	3,815.40	45,784.83
	B	23.11	1,848.48	4,005.05	48,060.55
	C	24.27	1,941.21	4,205.96	50,471.47
	D	25.48	2,038.27	4,416.25	52,995.04
	E	26.76	2,140.53	4,637.82	55,653.80
ADMINISTRATIVE TECHNICIAN					
	A	26.45	2,115.98	4,584.63	55,015.54
	B	27.77	2,221.54	4,813.34	57,760.13
	C	29.16	2,332.81	5,054.42	60,653.09
	D	30.62	2,449.78	5,307.87	63,694.40
	E	32.14	2,571.51	5,571.61	66,859.33
BUYER					
	A	27.24	2,179.15	4,721.49	56,657.89
	B	28.60	2,287.96	4,957.24	59,486.85
	C	30.04	2,402.81	5,206.08	62,472.98
	D	31.55	2,523.70	5,468.02	65,616.28
	E	33.12	2,649.64	5,740.88	68,890.54
EXECUTIVE SECRETARY					
	A	25.40	2,032.20	4,403.11	52,837.32
	B	26.67	2,133.60	4,622.80	55,473.55
	C	28.00	2,240.19	4,853.75	58,244.97
	D	29.40	2,351.98	5,095.97	61,151.59
	E	30.87	2,469.84	5,351.33	64,215.93

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
MANAGEMENT ANALYST TRAINEE					
	A	25.38	2,030.64	4,399.73	52,796.71
	B	26.65	2,131.96	4,619.24	55,430.92
	C	27.98	2,238.47	4,850.02	58,200.21
	D	29.38	2,350.18	5,092.05	61,104.59
	E	30.85	2,467.95	5,347.21	64,166.58
OFFICE ASSISTANT					
	A	17.78	1,422.54	3,082.17	36,986.00
	B	18.69	1,495.29	3,239.80	38,877.61
	C	19.61	1,569.00	3,399.51	40,794.12
	D	20.59	1,647.50	3,569.59	42,835.07
	E	21.62	1,729.83	3,747.96	44,975.58
PURCHASING CLERK					
	A	21.07	1,685.95	3,652.90	43,834.76
	B	22.12	1,769.72	3,834.38	46,012.60
	C	23.22	1,857.93	4,025.52	48,306.28
	D	24.39	1,951.50	4,228.25	50,738.97
	E	25.61	2,048.63	4,438.69	53,264.33
SENIOR ACCOUNTING ASSISTANT					
	A	25.15	2,012.36	4,360.12	52,321.43
	B	26.41	2,112.84	4,577.82	54,933.87
	C	27.74	2,218.90	4,807.62	57,691.45
	D	29.13	2,330.54	5,049.51	60,594.17
	E	30.59	2,446.84	5,301.49	63,617.83
SENIOR OFFICE ASSISTANT					
	A	19.84	1,587.53	3,439.66	41,275.87
	B	20.84	1,666.81	3,611.43	43,337.18
	C	21.89	1,750.87	3,793.56	45,522.67
	D	22.97	1,837.79	3,981.89	47,782.66
	E	24.13	1,930.45	4,182.64	50,191.66
ENGINEERING, PLANNING, AND INSPECTION POSITIONS					
ASSISTANT ENGINEER-CIVIL					
	A	38.16	3,052.62	6,614.00	79,368.03
	B	40.06	3,204.97	6,944.11	83,329.28
	C	42.08	3,366.51	7,294.10	87,529.15
	D	44.18	3,534.46	7,658.01	91,896.06
	E	46.38	3,710.68	8,039.81	96,477.74
ASSISTANT PLANNER					
	A	31.20	2,496.04	5,408.09	64,897.02
	B	32.76	2,621.12	5,679.09	68,149.05
	C	34.40	2,751.71	5,962.05	71,544.55
	D	36.11	2,888.75	6,258.95	75,107.43
	E	37.91	3,033.14	6,571.80	78,861.60

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
ASSOCIATE ENGINEER-CIVIL					
	A	43.03	3,442.68	7,459.15	89,509.77
	B	45.19	3,615.23	7,833.00	93,996.00
	C	47.44	3,795.12	8,222.76	98,673.13
	D	49.81	3,985.11	8,634.40	103,612.75
	E	52.31	4,185.19	9,067.91	108,814.86
ASSOCIATE PLANNER					
	A	34.47	2,757.23	5,974.00	71,688.02
	B	36.20	2,896.10	6,274.89	75,298.72
	C	38.01	3,040.50	6,587.74	79,052.90
	D	39.90	3,192.24	6,916.53	82,998.37
	E	41.89	3,351.35	7,261.26	87,135.14
BUILDING INSPECTOR					
	A	31.88	2,550.44	5,525.95	66,311.41
	B	33.48	2,678.19	5,802.74	69,632.87
	C	35.14	2,811.37	6,091.31	73,095.66
	D	36.90	2,951.80	6,395.58	76,746.91
	E	38.74	3,099.49	6,715.55	80,586.62
BUILDING INSPECTOR/PLAN CHECKER					
	A	34.20	2,736.17	5,928.38	71,140.50
	B	35.91	2,872.80	6,224.41	74,692.91
	C	37.71	3,016.53	6,535.82	78,429.87
	D	39.59	3,167.36	6,862.61	82,351.36
	E	41.58	3,326.17	7,206.71	86,480.46
CIVIL ENGINEERING TECHNICIAN					
	A	28.69	2,295.18	4,972.88	59,674.55
	B	30.13	2,410.03	5,221.72	62,660.69
	C	31.63	2,530.44	5,482.61	65,791.32
	D	33.22	2,657.33	5,757.54	69,090.51
	E	34.87	2,789.78	6,044.52	72,534.20
CODE CONFORMANCE OFFICER I					
	A	27.02	2,161.24	4,682.69	56,192.33
	B	28.37	2,269.48	4,917.21	59,006.52
	C	29.79	2,383.00	5,163.17	61,957.99
	D	31.27	2,501.80	5,420.56	65,046.74
	E	32.83	2,626.76	5,691.30	68,295.65
CODE CONFORMANCE OFFICER II					
	A	29.63	2,370.68	5,136.47	61,637.68
	B	31.11	2,488.60	5,391.96	64,703.55
	C	32.66	2,612.68	5,660.80	67,929.57
	D	34.30	2,743.79	5,944.89	71,338.64
	E	36.01	2,881.07	6,242.32	74,907.86

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
CONSTRUCTION INSPECTOR					
	A	30.71	2,456.89	5,323.27	63,879.19
	B	32.24	2,579.10	5,588.05	67,056.55
	C	33.85	2,707.69	5,866.66	70,399.90
	D	35.54	2,843.57	6,161.08	73,932.93
	E	37.32	2,985.84	6,469.33	77,631.95
FIRE INSPECTOR					
	A	31.68	2,534.17	5,490.70	65,888.37
	B	33.26	2,661.10	5,765.72	69,188.64
	C	34.92	2,793.44	6,052.45	72,629.35
	D	36.66	2,932.97	6,354.78	76,257.30
	E	38.50	3,079.71	6,672.71	80,072.51
GRAFFITI REMOVAL ASSISTANT					
	A	20.87	1,669.83	3,617.96	43,415.50
	B	21.91	1,753.14	3,798.47	45,581.61
	C	23.01	1,840.93	3,988.68	47,864.19
	D	24.17	1,933.20	4,188.60	50,263.22
	E	25.37	2,029.95	4,398.23	52,778.71
GRAFFITI REMOVAL TECHNICIAN					
	A	24.67	1,973.51	4,275.94	51,311.34
	B	25.90	2,072.05	4,489.45	53,873.41
	C	27.19	2,175.07	4,712.66	56,551.94
	D	28.55	2,284.37	4,949.46	59,393.52
	E	29.99	2,399.03	5,197.90	62,374.84
JUNIOR ENGINEER-CIVIL					
	A	32.58	2,606.56	5,647.55	67,770.66
	B	34.21	2,736.89	5,929.93	71,159.19
	C	35.93	2,874.56	6,228.22	74,738.63
	D	37.72	3,017.74	6,538.44	78,461.24
	E	39.60	3,168.26	6,864.56	82,374.76
PARKING REGULATIONS OFFICER					
	A	22.50	1,799.62	3,899.17	46,790.07
	B	23.63	1,890.21	4,095.46	49,145.52
	C	24.81	1,984.58	4,299.93	51,599.11
	D	26.06	2,084.61	4,516.66	54,199.92
	E	27.36	2,188.42	4,741.57	56,898.88
PERMIT TECHNICIAN					
	A	24.25	1,939.89	4,203.09	50,437.14
	B	25.45	2,036.31	4,412.01	52,944.10
	C	26.73	2,138.46	4,633.33	55,599.99
	D	28.07	2,245.38	4,865.00	58,379.99
	E	29.48	2,358.04	5,109.08	61,308.92

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN					
	A	25.10	2,008.15	4,350.99	52,211.91
	B	26.36	2,108.42	4,568.25	54,819.05
	C	27.68	2,214.02	4,797.05	57,564.61
	D	29.05	2,324.06	5,035.46	60,425.54
	E	30.51	2,441.19	5,289.25	63,471.04
PLANS EXAMINER					
	A	38.43	3,074.54	6,661.51	79,938.10
	B	40.35	3,228.22	6,994.48	83,933.78
	C	42.37	3,389.44	7,343.80	88,125.56
	D	44.49	3,559.15	7,711.50	92,537.97
	E	46.72	3,737.35	8,097.58	97,171.00
SENIOR BUILDING INSPECTOR					
	A	34.93	2,794.16	6,054.01	72,648.09
	B	36.67	2,933.68	6,356.32	76,275.79
	C	38.51	3,080.46	6,674.33	80,091.93
	D	40.43	3,234.48	7,008.04	84,096.53
	E	42.46	3,396.66	7,359.43	88,313.13
SENIOR CIVIL ENGINEERING TECHNICIAN					
	A	31.70	2,535.99	5,494.65	65,935.81
	B	33.29	2,662.88	5,769.58	69,235.00
	C	34.95	2,796.26	6,058.56	72,702.78
	D	36.27	2,901.85	6,287.34	75,448.09
	E	38.53	3,082.46	6,678.67	80,144.03
SENIOR CODE CONFORMANCE OFFICER					
	A	32.39	2,591.56	5,615.04	67,380.46
	B	34.02	2,721.79	5,897.22	70,766.65
	C	35.72	2,857.31	6,190.84	74,290.11
	D	37.51	3,000.75	6,501.62	78,019.48
	E	39.37	3,149.47	6,823.84	81,886.14
SENIOR CONSTRUCTION INSPECTOR					
	A	35.16	2,812.57	6,093.89	73,126.74
	B	36.91	2,953.01	6,398.19	76,778.33
	C	38.76	3,100.75	6,718.30	80,619.62
	D	40.70	3,255.79	7,054.22	84,650.60
	E	42.74	3,419.04	7,407.92	88,894.98
STORM WATER COMPLIANCE INSPECTOR					
	A	30.12	2,409.40	5,220.37	62,644.38
	B	31.62	2,529.96	5,481.57	65,778.89
	C	33.21	2,656.68	5,756.13	69,073.55
	D	34.46	2,756.99	5,973.49	71,681.83
	E	36.61	2,928.59	6,345.28	76,143.36

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
LIBRARY & COMMUNITY SERVICES POSITIONS					
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR					
	A	30.51	2,440.48	5,287.71	63,452.51
	B	32.03	2,562.77	5,552.68	66,632.15
	C	33.63	2,690.46	5,829.34	69,952.06
	D	35.31	2,824.45	6,119.64	73,435.64
	E	37.07	2,965.63	6,425.52	77,106.25
EXECUTIVE CHEF					
	A	21.60	1,727.74	3,743.44	44,921.29
	B	22.67	1,813.58	3,929.43	47,153.11
	C	23.80	1,903.99	4,125.30	49,503.64
	D	25.00	1,999.87	4,333.05	51,996.63
	E	26.24	2,099.41	4,548.72	54,584.59
HOME DELIVERED MEAL COORDINATOR					
	A	17.58	1,406.30	3,046.99	36,563.84
	B	18.46	1,476.62	3,199.34	38,392.03
	C	19.37	1,549.67	3,357.62	40,291.45
	D	20.34	1,627.29	3,525.80	42,309.59
	E	21.36	1,708.57	3,701.89	44,422.69
HOME DELIVERED MEAL DRIVER					
	A	17.30	1,384.39	2,999.50	35,994.02
	B	18.16	1,452.87	3,147.89	37,774.72
	C	19.07	1,525.93	3,306.18	39,674.14
	D	20.03	1,602.64	3,472.38	41,668.53
	E	21.03	1,682.08	3,644.51	43,734.15
LIBRARIAN					
	A	30.51	2,440.48	5,287.71	63,452.51
	B	32.03	2,562.77	5,552.68	66,632.15
	C	33.63	2,690.46	5,829.34	69,952.06
	D	35.31	2,824.45	6,119.64	73,435.64
	E	37.07	2,965.63	6,425.52	77,106.25
LIBRARY ASSISTANT					
	A	18.22	1,457.39	3,157.69	37,892.23
	B	19.13	1,530.17	3,315.37	39,784.45
	C	20.08	1,606.63	3,481.04	41,772.47
	D	21.08	1,686.78	3,654.69	43,856.31
	E	22.14	1,771.53	3,838.33	46,059.90
LIBRARY TECHNICIAN					
	A	22.56	1,804.92	3,910.67	46,927.99
	B	23.69	1,895.39	4,106.67	49,280.10
	C	24.87	1,989.37	4,310.30	51,723.55
	D	26.12	2,089.49	4,527.24	54,326.86
	E	27.41	2,193.13	4,751.79	57,021.50

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
NEIGHBORHOOD COUNCIL SPECIALIST					
	A	25.15	2,011.74	4,358.77	52,305.29
	B	26.40	2,112.19	4,576.42	54,916.99
	C	27.72	2,217.21	4,803.95	57,647.41
	D	29.11	2,328.62	5,045.34	60,544.02
	E	30.57	2,445.50	5,298.59	63,583.10
RECREATION CENTER SUPERVISOR					
	A	26.82	2,145.57	4,648.73	55,784.80
	B	28.17	2,253.58	4,882.77	58,593.19
	C	29.57	2,365.53	5,125.31	61,503.70
	D	31.05	2,484.34	5,382.74	64,592.93
	E	32.60	2,608.07	5,650.82	67,809.81
RECREATION SUPERVISOR					
	A	28.92	2,313.69	5,012.99	60,155.90
	B	30.37	2,429.75	5,264.47	63,173.59
	C	31.88	2,550.58	5,526.25	66,314.96
	D	33.48	2,678.06	5,802.46	69,629.47
	E	35.15	2,812.20	6,093.09	73,117.12
SENIOR LIBRARIAN					
	A	34.18	2,734.55	5,924.85	71,098.24
	B	35.88	2,870.59	6,219.60	74,635.23
	C	37.69	3,014.90	6,532.28	78,387.30
	D	39.57	3,165.64	6,858.89	82,306.67
	E	41.56	3,324.66	7,203.43	86,441.12
SENIOR LIBRARY TECHNICIAN					
	A	23.75	1,899.78	4,116.19	49,394.28
	B	24.93	1,994.64	4,321.71	51,860.57
	C	26.18	2,094.76	4,538.66	54,463.87
	D	27.50	2,200.16	4,767.02	57,204.19
	E	28.87	2,309.95	5,004.89	60,058.69
SOUS CHEF					
	A	18.51	1,481.18	3,209.23	38,510.75
	B	19.44	1,555.15	3,369.49	40,433.91
	C	20.41	1,632.77	3,537.67	42,452.04
	D	21.44	1,714.96	3,715.74	44,588.89
	E	22.50	1,799.88	3,899.75	46,796.97
POLICE SUPPORT POSITIONS					
ABANDONED VEHICLE ABATEMENT OFFICER					
	A	21.44	1,714.96	3,715.74	44,588.89
	B	22.50	1,799.88	3,899.75	46,796.97
	C	23.63	1,890.29	4,095.63	49,147.50
	D	24.82	1,985.26	4,301.40	51,616.75
	E	26.05	2,083.88	4,515.08	54,180.96

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR					
	A	18.06	1,444.66	3,130.09	37,561.04
	B	18.96	1,516.80	3,286.39	39,436.71
	C	19.91	1,592.59	3,450.61	41,407.36
	D	20.90	1,672.04	3,622.75	43,472.98
	E	21.95	1,756.05	3,804.78	45,657.32
ANIMAL REGULATIONS OFFICER					
	A	23.81	1,905.11	4,127.74	49,532.88
	B	25.00	2,000.28	4,333.93	52,007.21
	C	26.26	2,100.78	4,551.69	54,620.29
	D	27.56	2,204.84	4,777.16	57,325.87
	E	28.94	2,315.13	5,016.11	60,193.32
COMMUNITY SERVICES OFFICER					
	A	22.05	1,764.04	3,822.09	45,865.02
	B	23.16	1,852.67	4,014.13	48,169.54
	C	24.31	1,945.16	4,214.52	50,574.26
	D	25.53	2,042.47	4,425.35	53,104.23
	E	26.81	2,144.59	4,646.62	55,759.44
CRIME ANALYST					
	A	30.86	2,468.57	5,348.57	64,182.79
	B	32.40	2,592.09	5,616.19	67,394.27
	C	34.02	2,721.92	5,897.49	70,769.85
	D	35.31	2,824.70	6,120.18	73,442.18
	E	37.51	3,000.51	6,501.11	78,013.27
CRIME SCENE SPECIALIST					
	A	28.51	2,281.13	4,942.45	59,309.38
	B	29.94	2,395.56	5,190.38	62,284.61
	C	31.43	2,514.68	5,448.48	65,381.77
	D	33.00	2,640.37	5,720.80	68,649.63
	E	34.66	2,772.62	6,007.35	72,088.21
POLICE DISPATCH SUPERVISOR					
	A	37.75	3,020.28	6,543.95	78,527.36
	B	39.65	3,171.66	6,871.94	82,463.27
	C	41.63	3,330.39	7,215.83	86,590.01
	D	43.72	3,497.36	7,577.62	90,931.44
	E	45.90	3,671.68	7,955.31	95,463.70
POLICE DISPATCHER					
	A	29.70	2,376.23	5,148.49	61,781.85
	B	31.18	2,494.58	5,404.92	64,859.02
	C	32.74	2,619.35	5,675.26	68,103.16
	D	34.38	2,750.55	5,959.52	71,514.28
	E	36.10	2,888.17	6,257.70	75,092.38

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATIVE AIDE					
	A	26.08	2,086.62	4,521.02	54,252.19
	B	27.38	2,190.73	4,746.57	56,958.87
	C	28.75	2,300.31	4,984.00	59,808.00
	D	30.19	2,415.37	5,233.30	62,799.58
	E	31.70	2,535.91	5,494.47	65,933.63
POLICE INVESTIGATOR (NON-SWORN)					
	A	29.86	2,389.15	5,176.48	62,117.82
	B	31.36	2,508.82	5,435.77	65,229.22
	C	32.92	2,633.58	5,706.09	68,473.03
	D	34.56	2,765.13	5,991.11	71,893.37
	E	36.29	2,903.47	6,290.85	75,490.25
POLICE OPERATIONS ASSISTANT					
	A	24.54	1,962.92	4,253.00	51,036.05
	B	25.77	2,061.31	4,466.17	53,594.06
	C	27.04	2,163.52	4,687.62	56,251.41
	D	28.41	2,272.41	4,923.55	59,082.61
	E	29.81	2,385.12	5,167.76	62,013.15
POLICE RECORDS CLERK					
	A	19.15	1,531.95	3,319.22	39,830.66
	B	20.11	1,608.45	3,484.98	41,819.80
	C	21.12	1,689.57	3,660.73	43,928.76
	D	22.17	1,773.45	3,842.47	46,109.62
	E	23.29	1,862.86	4,036.19	48,434.28
POLICE RECORDS SUPERVISOR					
	A	28.58	2,286.45	4,953.98	59,447.74
	B	30.00	2,400.18	5,200.39	62,404.68
	C	31.50	2,519.85	5,459.67	65,516.09
	D	33.08	2,646.31	5,733.67	68,804.03
	E	34.73	2,778.71	6,020.54	72,246.44
PROPERTY & EVIDENCE SPECIALIST I					
	A	21.56	1,724.60	3,736.63	44,839.58
	B	22.63	1,810.32	3,922.36	47,068.31
	C	23.76	1,901.13	4,119.12	49,429.45
	D	24.95	1,996.19	4,325.08	51,900.93
	E	26.20	2,096.34	4,542.07	54,504.80
PROPERTY & EVIDENCE SPECIALIST II					
	A	25.80	2,064.09	4,472.19	53,666.26
	B	27.10	2,167.63	4,696.53	56,358.40
	C	28.44	2,275.42	4,930.07	59,160.88
	D	29.86	2,389.15	5,176.48	62,117.82
	E	31.36	2,508.82	5,435.77	65,229.22

**CITY OF NATIONAL CITY
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EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE UNIT SUPERVISOR					
	A	29.18	2,334.20	5,057.44	60,689.29
	B	30.63	2,450.31	5,309.00	63,707.98
	C	32.16	2,572.48	5,573.70	66,884.37
	D	33.77	2,701.58	5,853.41	70,240.98
	E	35.46	2,836.74	6,146.27	73,755.28

SENIOR POLICE DISPATCHER					
	A	36.07	2,885.42	6,251.74	75,020.82
	B	37.87	3,029.46	6,563.83	78,765.90
	C	39.75	3,179.92	6,889.83	82,677.96
	D	41.74	3,339.56	7,235.71	86,828.55
	E	43.82	3,505.62	7,595.51	91,146.13

STOP GRANT OFFICE COORDINATOR					
	A	24.26	1,940.96	4,205.40	50,464.84
	B	25.47	2,037.43	4,414.43	52,973.18
	C	26.75	2,139.64	4,635.88	55,630.54
	D	28.08	2,246.62	4,867.67	58,412.06
	E	29.49	2,359.33	5,111.88	61,342.60

TRAINING COORDINATOR					
	A	23.01	1,840.70	3,988.19	47,858.28
	B	24.16	1,932.63	4,187.38	50,248.50
	C	25.37	2,029.73	4,397.75	52,773.01
	D	26.64	2,130.96	4,617.08	55,404.95
	E	27.97	2,237.35	4,847.60	58,171.17

COMMUNITY DEVELOPMENT & HOUSING POSITIONS					
COMMUNITY DEVELOPMENT SPECIALIST I					
	A	29.21	2,336.64	5,062.73	60,752.71
	B	30.67	2,453.73	5,316.42	63,797.06
	C	32.20	2,575.99	5,581.31	66,975.72
	D	33.80	2,704.27	5,859.26	70,311.08
	E	35.49	2,839.44	6,152.13	73,825.51

COMMUNITY DEVELOPMENT SPECIALIST II					
	A	32.26	2,581.16	5,592.50	67,110.03
	B	33.89	2,711.16	5,874.18	70,490.16
	C	35.58	2,846.33	6,167.05	74,004.59
	D	37.35	2,988.39	6,474.84	77,698.11
	E	39.22	3,137.33	6,797.56	81,570.70

HOUSING ASSISTANT					
	A	22.08	1,766.14	3,826.64	45,919.74
	B	23.19	1,855.12	4,019.42	48,233.07
	C	24.35	1,947.65	4,219.91	50,638.94
	D	25.56	2,044.63	4,430.04	53,160.48
	E	26.85	2,147.84	4,653.66	55,843.95

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR I					
	A	28.57	2,285.88	4,952.74	59,432.92
	B	30.00	2,400.04	5,200.09	62,401.04
	C	31.51	2,520.54	5,461.17	65,534.04
	D	33.08	2,646.48	5,734.03	68,808.39
	E	34.73	2,778.76	6,020.64	72,247.63
HOUSING INSPECTOR II					
	A	31.33	2,506.04	5,429.76	65,157.14
	B	32.89	2,631.07	5,700.66	68,407.93
	C	34.53	2,762.45	5,985.30	71,823.62
	D	36.26	2,901.07	6,285.65	75,427.75
	E	38.08	3,046.03	6,599.73	79,196.79
HOUSING SPECIALIST					
	A	31.37	2,509.38	5,436.99	65,243.91
	B	32.93	2,634.61	5,708.33	68,499.98
	C	34.58	2,766.44	5,993.95	71,927.43
	D	36.31	2,904.86	6,293.85	75,526.25
	E	38.12	3,049.86	6,608.04	79,296.44
LEAD HAZARD CONTROL PROGRAM CASE MANAGER					
	A	27.27	2,181.59	4,726.79	56,721.44
	B	28.64	2,291.18	4,964.21	59,570.57
	C	30.07	2,405.32	5,211.53	62,538.41
	D	31.57	2,525.86	5,472.70	65,672.46
	E	33.16	2,652.80	5,747.73	68,972.70
LEAD HAZARD CONTROL PROGRAM COORDINATOR					
	A	29.85	2,387.97	5,173.94	62,087.30
	B	31.36	2,508.51	5,435.11	65,221.35
	C	32.92	2,633.62	5,706.18	68,474.10
	D	34.56	2,765.12	5,991.09	71,893.06
	E	36.30	2,903.92	6,291.83	75,501.96
LEAD HOUSING INSPECTOR					
	A	28.34	2,266.86	4,911.52	58,938.24
	B	29.75	2,380.11	5,156.90	61,882.79
	C	31.22	2,497.89	5,412.09	64,945.13
	D	32.79	2,622.92	5,682.99	68,195.92
	E	34.44	2,755.20	5,969.60	71,635.16
LEAD RISK INSPECTOR/ASSESSOR					
	A	28.34	2,266.86	4,911.52	58,938.24
	B	29.75	2,380.11	5,156.90	61,882.79
	C	31.22	2,497.89	5,412.09	64,945.13
	D	32.79	2,622.92	5,682.99	68,195.92
	E	34.44	2,755.20	5,969.60	71,635.16

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
LEAD SAMPLING TECHNICIAN					
	A	22.04	1,763.36	3,820.60	45,847.26
	B	23.14	1,851.02	4,010.55	48,126.56
	C	24.29	1,943.25	4,210.38	50,524.58
	D	25.51	2,040.96	4,422.09	53,065.06
	E	26.79	2,143.24	4,643.69	55,724.24
PROPERTY AGENT					
	A	33.05	2,644.31	5,729.34	68,752.03
	B	34.71	2,777.05	6,016.94	72,203.26
	C	36.45	2,915.90	6,317.78	75,813.42
	D	38.26	3,060.87	6,631.88	79,582.52
	E	40.17	3,213.69	6,963.00	83,555.97
SENIOR HOUSING SPECIALIST					
	A	34.37	2,749.49	5,957.23	71,486.76
	B	36.08	2,886.02	6,253.05	75,036.61
	C	37.89	3,031.03	6,567.23	78,806.81
	D	39.77	3,181.69	6,893.66	82,723.89
	E	41.77	3,341.76	7,240.48	86,885.79
PARK MAINTENANCE POSITIONS					
ASSISTANT TREE TRIMMER					
	A	22.44	1,795.40	3,890.04	46,680.50
	B	23.57	1,885.85	4,086.01	49,032.16
	C	24.75	1,979.92	4,289.82	51,477.89
	D	25.98	2,078.51	4,503.43	54,041.20
	E	27.29	2,183.43	4,730.76	56,769.13
LEAD TREE TRIMMER					
	A	24.70	1,976.30	4,281.99	51,383.82
	B	25.95	2,075.79	4,497.55	53,970.65
	C	27.24	2,178.91	4,720.96	56,651.55
	D	28.60	2,288.35	4,958.09	59,497.06
	E	30.03	2,402.31	5,205.01	62,460.15
PARK CARETAKER					
	A	20.55	1,643.68	3,561.30	42,735.58
	B	21.58	1,726.26	3,740.24	44,882.86
	C	22.66	1,812.44	3,926.96	47,123.51
	D	23.79	1,903.11	4,123.40	49,480.85
	E	24.98	1,998.27	4,329.57	51,954.89
PARK SUPERVISOR					
	A	31.14	2,490.91	5,396.96	64,763.53
	B	32.69	2,615.30	5,666.49	67,997.86
	C	34.33	2,746.61	5,950.99	71,411.87
	D	36.05	2,883.84	6,248.32	74,979.89
	E	37.85	3,027.98	6,560.63	78,727.61

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PARKS EQUIPMENT OPERATOR					
	A	24.17	1,933.44	4,189.11	50,269.32
	B	25.37	2,029.98	4,398.28	52,779.36
	C	26.64	2,130.90	4,616.96	55,403.49
	D	27.97	2,237.98	4,848.95	58,187.36
	E	29.38	2,350.31	5,092.34	61,108.14
SENIOR PARK CARETAKER					
	A	22.04	1,763.07	3,819.98	45,839.81
	B	23.13	1,850.15	4,008.65	48,103.79
	C	24.28	1,942.61	4,208.98	50,507.81
	D	25.49	2,039.56	4,419.04	53,028.53
	E	26.78	2,142.79	4,642.72	55,712.63
TREE TRIMMER					
	A	23.43	1,874.09	4,060.54	48,726.44
	B	24.60	1,968.16	4,264.35	51,172.17
	C	25.83	2,066.75	4,477.96	53,735.48
	D	27.12	2,169.86	4,701.36	56,416.38
	E	28.48	2,278.40	4,936.53	59,238.37
PUBLIC WORKS POSITIONS					
BUILDING TRADES SPECIALIST					
	A	25.85	2,067.92	4,480.48	53,765.81
	B	27.14	2,171.09	4,704.02	56,448.22
	C	28.50	2,279.68	4,939.32	59,271.81
	D	29.92	2,393.71	5,186.38	62,236.57
	E	31.41	2,513.17	5,445.21	65,342.52
CARPENTER					
	A	25.17	2,013.62	4,362.83	52,354.02
	B	26.43	2,114.07	4,580.49	54,965.84
	C	27.75	2,219.96	4,809.90	57,718.83
	D	29.14	2,331.27	5,051.08	60,613.01
	E	30.59	2,447.11	5,302.07	63,624.84
CUSTODIAN					
	A	17.07	1,365.21	2,957.95	35,495.42
	B	17.91	1,433.11	3,105.07	37,260.90
	C	18.82	1,505.48	3,261.88	39,142.53
	D	19.76	1,580.53	3,424.49	41,093.84
	E	20.74	1,659.16	3,594.84	43,138.08
ELECTRICIAN					
	A	27.46	2,196.68	4,759.48	57,113.79
	B	28.83	2,306.28	4,996.95	59,963.39
	C	30.27	2,421.50	5,246.59	62,959.12
	D	31.78	2,542.35	5,508.42	66,100.99
	E	33.37	2,669.74	5,784.45	69,413.35

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC					
	A	27.32	2,185.27	4,734.75	56,817.04
	B	28.69	2,295.04	4,972.58	59,670.97
	C	30.12	2,409.38	5,220.32	62,643.82
	D	31.63	2,530.12	5,481.93	65,783.15
	E	33.22	2,657.27	5,757.41	69,088.95
EQUIPMENT OPERATOR					
	A	24.43	1,954.54	4,234.83	50,817.94
	B	25.65	2,052.13	4,446.28	53,355.38
	C	26.93	2,154.16	4,667.35	56,008.15
	D	28.28	2,262.40	4,901.87	58,822.40
	E	29.70	2,375.96	5,147.92	61,775.05
LEAD EQUIPMENT MECHANIC					
	A	29.90	2,392.00	5,182.66	62,191.95
	B	31.41	2,512.74	5,444.27	65,331.27
	C	32.98	2,638.06	5,715.79	68,589.51
	D	34.62	2,769.78	6,001.19	72,014.23
	E	36.36	2,908.82	6,302.43	75,629.21
MAINTENANCE WORKER					
	A	20.87	1,669.83	3,617.96	43,415.50
	B	21.91	1,753.14	3,798.47	45,581.61
	C	23.01	1,840.93	3,988.68	47,864.19
	D	24.17	1,933.20	4,188.60	50,263.22
	E	25.37	2,029.95	4,398.23	52,778.71
PLUMBER					
	A	25.65	2,052.04	4,446.09	53,353.05
	B	26.93	2,154.41	4,667.89	56,014.71
	C	28.28	2,262.32	4,901.69	58,820.24
	D	29.70	2,375.76	5,147.47	61,769.64
	E	31.17	2,493.81	5,403.25	64,838.94
SENIOR EQUIPMENT OPERATOR					
	A	27.24	2,179.00	4,721.17	56,654.04
	B	28.60	2,288.13	4,957.61	59,491.36
	C	30.03	2,402.58	5,205.59	62,467.08
	D	31.53	2,522.35	5,465.10	65,581.21
	E	33.10	2,648.34	5,738.07	68,856.81
SENIOR TRAFFIC PAINTER					
	A	25.43	2,034.78	4,408.69	52,904.26
	B	26.70	2,136.38	4,628.82	55,545.87
	C	28.03	2,242.60	4,858.96	58,307.56
	D	29.44	2,355.28	5,103.11	61,237.35
	E	30.92	2,473.51	5,359.27	64,311.22

**CITY OF NATIONAL CITY
 NCMEA SALARY SCHEDULE
 EFFECTIVE JANUARY 2023**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
STREET SWEEPER OPERATOR					
	A	24.45	1,955.65	4,237.24	50,846.90
	B	25.67	2,053.30	4,448.82	53,385.78
	C	26.94	2,155.39	4,670.01	56,040.07
	D	28.30	2,263.69	4,904.66	58,855.92
	E	29.72	2,377.32	5,150.85	61,810.26
SUPERVISING CUSTODIAN					
	A	18.87	1,509.95	3,271.56	39,258.68
	B	19.81	1,585.00	3,434.17	41,209.99
	C	20.81	1,664.52	3,606.46	43,277.46
	D	21.85	1,747.61	3,786.49	45,437.85
	E	22.94	1,835.17	3,976.20	47,714.39
TRAFFIC PAINTER					
	A	22.92	1,833.43	3,972.42	47,669.07
	B	24.07	1,925.79	4,172.54	50,070.54
	C	25.27	2,021.85	4,380.67	52,568.06
	D	26.53	2,122.53	4,598.80	55,185.65
	E	27.87	2,229.67	4,830.95	57,971.35
WASTEWATER CREW CHIEF					
	A	27.79	2,223.45	4,817.47	57,809.65
	B	29.19	2,335.13	5,059.45	60,713.44
	C	30.64	2,451.47	5,311.52	63,738.22
	D	32.18	2,574.32	5,577.70	66,932.39
	E	33.80	2,703.69	5,858.00	70,295.95

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2024**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
CLERICAL & FISCAL POSITIONS					
ACCOUNTANT					
	A	33.43	2,674.38	5,794.49	69,533.84
	B	35.09	2,806.98	6,081.80	72,981.58
	C	36.85	2,947.69	6,386.66	76,639.87
	D	38.69	3,095.48	6,706.87	80,482.39
	E	40.62	3,249.34	7,040.24	84,482.82
ACCOUNTANT TRAINEE					
	A	28.41	2,272.51	4,923.78	59,085.34
	B	29.82	2,385.89	5,169.42	62,033.02
	C	31.32	2,505.33	5,428.22	65,138.62
	D	32.89	2,630.85	5,700.18	68,402.13
	E	34.53	2,762.44	5,985.30	71,823.56
ACCOUNTING ASSISTANT					
	A	23.73	1,898.24	4,112.85	49,354.20
	B	24.91	1,992.55	4,317.19	51,806.26
	C	26.15	2,091.87	4,532.40	54,388.74
	D	27.47	2,197.22	4,760.65	57,127.75
	E	28.83	2,306.58	4,997.59	59,971.09
ADMINISTRATIVE SECRETARY					
	A	22.91	1,832.80	3,971.07	47,652.85
	B	24.05	1,923.90	4,168.45	50,021.42
	C	25.26	2,020.41	4,377.56	52,530.70
	D	26.52	2,121.43	4,596.44	55,157.24
	E	27.85	2,227.86	4,827.04	57,924.48
ADMINISTRATIVE TECHNICIAN					
	A	28.84	2,307.06	4,998.62	59,983.44
	B	30.28	2,422.15	5,247.99	62,975.87
	C	31.79	2,543.46	5,510.84	66,130.06
	D	33.39	2,671.00	5,787.17	69,446.00
	E	35.05	2,803.72	6,074.73	72,896.73
BUYER					
	A	30.57	2,445.44	5,298.46	63,581.48
	B	32.09	2,567.54	5,563.01	66,756.15
	C	33.71	2,696.43	5,842.27	70,107.18
	D	35.40	2,832.10	6,136.22	73,634.59
	E	37.17	2,973.42	6,442.41	77,308.97
EXECUTIVE SECRETARY					
	A	26.44	2,115.12	4,582.76	54,993.08
	B	27.76	2,220.65	4,811.41	57,736.87
	C	29.14	2,331.59	5,051.78	60,621.37
	D	30.60	2,447.95	5,303.88	63,646.57
	E	32.13	2,570.61	5,569.66	66,835.94

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2024**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
MANAGEMENT ANALYST TRAINEE					
	A	26.41	2,112.68	4,577.47	54,929.70
	B	27.73	2,218.09	4,805.86	57,670.33
	C	29.11	2,328.90	5,045.96	60,551.50
	D	30.56	2,445.12	5,297.77	63,573.22
	E	32.10	2,567.65	5,563.24	66,758.91
OFFICE ASSISTANT					
	A	19.45	1,556.11	3,371.58	40,458.99
	B	20.45	1,635.70	3,544.02	42,528.22
	C	21.45	1,716.33	3,718.72	44,624.68
	D	22.53	1,802.20	3,904.77	46,857.28
	E	23.65	1,892.26	4,099.90	49,198.78
PURCHASING CLERK					
	A	22.24	1,779.35	3,855.27	46,263.21
	B	23.35	1,867.76	4,046.81	48,561.70
	C	24.51	1,960.86	4,248.54	50,982.45
	D	25.75	2,059.61	4,462.49	53,549.91
	E	27.03	2,162.12	4,684.60	56,215.18
SENIOR ACCOUNTING ASSISTANT					
	A	27.13	2,170.13	4,701.95	56,423.43
	B	28.48	2,278.49	4,936.72	59,240.69
	C	29.91	2,392.86	5,184.54	62,214.46
	D	31.42	2,513.26	5,445.40	65,344.75
	E	32.98	2,638.67	5,717.12	68,605.47
SENIOR OFFICE ASSISTANT					
	A	21.68	1,734.70	3,758.51	45,102.14
	B	22.77	1,821.33	3,946.21	47,354.54
	C	23.91	1,913.18	4,145.22	49,742.62
	D	25.10	2,008.16	4,351.01	52,212.11
	E	26.37	2,109.40	4,570.37	54,844.42
ENGINEERING, PLANNING, AND INSPECTION POSITIONS					
ASSISTANT ENGINEER-CIVIL					
	A	40.87	3,269.66	7,084.26	85,011.10
	B	42.91	3,432.85	7,437.83	89,253.99
	C	45.07	3,605.86	7,812.71	93,752.47
	D	47.32	3,785.76	8,202.49	98,429.87
	E	49.68	3,974.51	8,611.44	103,337.31
ASSISTANT PLANNER					
	A	33.45	2,676.25	5,798.55	69,582.59
	B	35.13	2,810.36	6,089.12	73,069.41
	C	36.88	2,950.39	6,392.51	76,710.06
	D	38.72	3,097.31	6,710.85	80,530.18
	E	40.65	3,252.13	7,046.28	84,555.41

**CITY OF NATIONAL CITY
NCMEA SALARY SCHEDULE
EFFECTIVE JANUARY 2024**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
ASSOCIATE ENGINEER-CIVIL					
	A	46.09	3,687.46	7,989.49	95,873.91
	B	48.40	3,872.27	8,389.93	100,679.11
	C	50.81	4,064.95	8,807.40	105,688.79
	D	53.36	4,268.45	9,248.30	110,979.61
	E	56.03	4,482.75	9,712.63	116,551.60
ASSOCIATE PLANNER					
	A	36.95	2,956.30	6,405.32	76,863.89
	B	38.82	3,105.20	6,727.94	80,735.29
	C	40.75	3,260.02	7,063.38	84,760.52
	D	42.78	3,422.73	7,415.90	88,990.85
	E	44.92	3,593.32	7,785.52	93,426.29
BUILDING INSPECTOR					
	A	33.93	2,714.18	5,880.72	70,568.60
	B	35.63	2,850.13	6,175.27	74,103.30
	C	37.40	2,991.86	6,482.37	77,788.41
	D	39.27	3,141.31	6,806.17	81,674.07
	E	41.23	3,298.47	7,146.69	85,760.28
BUILDING INSPECTOR/PLAN CHECKER					
	A	36.02	2,881.46	6,243.17	74,918.06
	B	37.82	3,025.35	6,554.93	78,659.11
	C	39.71	3,176.71	6,882.87	82,594.49
	D	41.69	3,335.55	7,227.02	86,724.22
	E	43.78	3,502.79	7,589.38	91,072.57
CIVIL ENGINEERING TECHNICIAN					
	A	30.87	2,469.61	5,350.82	64,209.82
	B	32.41	2,593.19	5,618.58	67,422.90
	C	34.03	2,722.75	5,899.29	70,791.46
	D	35.74	2,859.28	6,195.12	74,341.39
	E	37.52	3,001.80	6,503.90	78,046.80
CODE CONFORMANCE OFFICER I					
	A	28.33	2,266.71	4,911.21	58,934.52
	B	29.75	2,380.23	5,157.17	61,886.04
	C	31.24	2,499.29	5,415.13	64,981.54
	D	32.80	2,623.89	5,685.09	68,221.02
	E	34.44	2,754.94	5,969.04	71,628.48
CODE CONFORMANCE OFFICER II					
	A	31.08	2,486.37	5,387.13	64,645.60
	B	32.63	2,610.04	5,655.09	67,861.08
	C	34.25	2,740.17	5,937.04	71,244.54
	D	35.97	2,877.69	6,235.00	74,819.96
	E	37.77	3,021.67	6,546.95	78,563.36

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
CONSTRUCTION INSPECTOR					
	A	32.79	2,623.22	5,683.65	68,203.81
	B	34.42	2,753.70	5,966.36	71,596.28
	C	36.14	2,891.00	6,263.83	75,165.97
	D	37.95	3,036.08	6,578.18	78,938.19
	E	39.85	3,187.99	6,907.30	82,887.63
FIRE INSPECTOR					
	A	33.60	2,688.25	5,824.53	69,894.38
	B	35.29	2,822.90	6,116.28	73,395.31
	C	37.04	2,963.28	6,420.43	77,045.21
	D	38.89	3,111.30	6,741.15	80,893.75
	E	40.84	3,266.96	7,078.41	84,940.92
GRAFFITI REMOVAL ASSISTANT					
	A	22.09	1,767.01	3,828.52	45,942.28
	B	23.19	1,855.17	4,019.54	48,234.46
	C	24.35	1,948.07	4,220.82	50,649.88
	D	25.57	2,045.71	4,432.38	53,188.54
	E	26.85	2,148.09	4,654.20	55,850.43
GRAFFITI REMOVAL TECHNICIAN					
	A	26.10	2,088.37	4,524.80	54,297.66
	B	27.41	2,192.65	4,750.74	57,008.84
	C	28.77	2,301.66	4,986.94	59,843.27
	D	30.22	2,417.32	5,237.52	62,850.22
	E	31.73	2,538.66	5,500.42	66,005.05
JUNIOR ENGINEER-CIVIL					
	A	34.90	2,791.89	6,049.10	72,589.15
	B	36.64	2,931.49	6,351.55	76,218.61
	C	38.49	3,078.94	6,671.05	80,052.55
	D	40.40	3,232.30	7,003.32	84,039.84
	E	42.42	3,393.52	7,352.63	88,231.61
PARKING REGULATIONS OFFICER					
	A	24.43	1,954.57	4,234.89	50,818.69
	B	25.66	2,052.96	4,448.08	53,376.95
	C	26.94	2,155.45	4,670.15	56,041.80
	D	28.30	2,264.10	4,905.54	58,866.54
	E	29.71	2,376.84	5,149.82	61,797.87
PERMIT TECHNICIAN					
	A	26.49	2,119.14	4,591.46	55,097.53
	B	27.81	2,224.47	4,819.68	57,836.14
	C	29.20	2,336.06	5,061.45	60,737.43
	D	30.66	2,452.86	5,314.53	63,774.30
	E	32.20	2,575.92	5,581.16	66,973.87

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PLANNING TECHNICIAN					
	A	26.44	2,114.98	4,582.47	54,989.58
	B	27.76	2,220.59	4,811.28	57,735.42
	C	29.15	2,331.81	5,052.25	60,627.05
	D	30.60	2,447.70	5,303.35	63,640.18
	E	32.14	2,571.07	5,570.64	66,847.70
PLANS EXAMINER					
	A	41.72	3,337.72	7,231.73	86,780.80
	B	43.81	3,504.56	7,593.21	91,118.51
	C	45.99	3,679.58	7,972.43	95,669.11
	D	48.30	3,863.82	8,371.60	100,459.22
	E	50.72	4,057.26	8,790.74	105,488.83
SENIOR BUILDING INSPECTOR					
	A	37.17	2,973.54	6,442.67	77,312.10
	B	39.03	3,122.03	6,764.39	81,172.69
	C	40.98	3,278.22	7,102.82	85,233.83
	D	43.03	3,442.14	7,457.96	89,495.52
	E	45.18	3,614.72	7,831.90	93,982.83
SENIOR CIVIL ENGINEERING TECHNICIAN					
	A	34.11	2,728.73	5,912.24	70,946.93
	B	35.82	2,865.26	6,208.07	74,496.87
	C	37.61	3,008.78	6,519.02	78,228.19
	D	39.03	3,122.39	6,765.18	81,182.15
	E	41.46	3,316.73	7,186.25	86,234.98
SENIOR CODE CONFORMANCE OFFICER					
	A	33.98	2,718.02	5,889.05	70,668.63
	B	35.68	2,854.62	6,185.00	74,220.06
	C	37.46	2,996.75	6,492.96	77,915.46
	D	39.34	3,147.19	6,818.90	81,826.83
	E	41.29	3,303.16	7,156.85	85,882.18
SENIOR CONSTRUCTION INSPECTOR					
	A	37.54	3,002.98	6,506.45	78,077.42
	B	39.41	3,152.93	6,831.35	81,976.22
	C	41.38	3,310.68	7,173.13	86,077.57
	D	43.45	3,476.21	7,531.79	90,381.44
	E	45.63	3,650.51	7,909.43	94,913.18
STORM WATER COMPLIANCE INSPECTOR					
	A	31.59	2,526.98	5,475.12	65,701.43
	B	33.17	2,653.42	5,749.07	68,988.90
	C	34.83	2,786.32	6,037.03	72,444.34
	D	36.14	2,891.53	6,264.99	75,179.90
	E	38.39	3,071.51	6,654.93	79,859.15

**CITY OF NATIONAL CITY
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EFFECTIVE JANUARY 2024**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
LIBRARY & COMMUNITY SERVICES POSITIONS					
ACADEMIC ENRICHMENT PROGRAMS COORDINATOR					
	A	32.34	2,587.40	5,606.03	67,272.35
	B	33.96	2,717.05	5,886.95	70,643.40
	C	35.66	2,852.43	6,180.26	74,163.18
	D	37.43	2,994.48	6,488.04	77,856.46
	E	39.30	3,144.16	6,812.34	81,748.05
EXECUTIVE CHEF					
	A	23.07	1,845.92	3,999.49	47,993.91
	B	24.22	1,937.63	4,198.20	50,378.38
	C	25.43	2,034.22	4,407.47	52,889.69
	D	26.71	2,136.66	4,629.43	55,553.20
	E	28.04	2,243.01	4,859.85	58,318.18
HOME DELIVERED MEAL COORDINATOR					
	A	18.78	1,502.49	3,255.40	39,064.81
	B	19.72	1,577.62	3,418.17	41,018.05
	C	20.70	1,655.67	3,587.28	43,047.39
	D	21.73	1,738.60	3,766.96	45,203.56
	E	22.82	1,825.43	3,955.10	47,461.21
HOME DELIVERED MEAL DRIVER					
	A	18.49	1,479.08	3,204.67	38,456.01
	B	19.40	1,552.25	3,363.21	40,358.51
	C	20.38	1,630.30	3,532.32	42,387.85
	D	21.40	1,712.26	3,709.89	44,518.66
	E	22.46	1,797.14	3,893.80	46,725.57
LIBRARIAN					
	A	32.34	2,587.40	5,606.03	67,272.35
	B	33.96	2,717.05	5,886.95	70,643.40
	C	35.66	2,852.43	6,180.26	74,163.18
	D	37.43	2,994.48	6,488.04	77,856.46
	E	39.30	3,144.16	6,812.34	81,748.05
LIBRARY ASSISTANT					
	A	19.55	1,563.93	3,388.51	40,662.16
	B	20.53	1,642.03	3,557.72	42,692.69
	C	21.55	1,724.08	3,735.50	44,826.04
	D	22.63	1,810.08	3,921.85	47,062.20
	E	23.76	1,901.03	4,118.91	49,426.88
LIBRARY TECHNICIAN					
	A	23.64	1,891.20	4,097.60	49,171.15
	B	24.82	1,985.99	4,302.97	51,635.69
	C	26.06	2,084.46	4,516.33	54,195.94
	D	27.37	2,189.37	4,743.64	56,923.68
	E	28.72	2,297.97	4,978.93	59,747.13

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
NEIGHBORHOOD COUNCIL SPECIALIST					
	A	26.87	2,149.34	4,656.91	55,882.97
	B	28.21	2,256.67	4,889.44	58,673.31
	C	29.61	2,368.86	5,132.54	61,590.49
	D	31.10	2,487.89	5,390.44	64,685.23
	E	32.66	2,612.78	5,661.01	67,932.18
RECREATION CENTER SUPERVISOR					
	A	29.71	2,377.08	5,150.33	61,803.98
	B	31.21	2,496.75	5,409.62	64,915.40
	C	32.76	2,620.77	5,678.33	68,139.95
	D	34.41	2,752.40	5,963.54	71,562.51
	E	36.12	2,889.48	6,260.54	75,126.49
RECREATION SUPERVISOR					
	A	31.54	2,523.08	5,466.67	65,600.01
	B	33.12	2,649.65	5,740.90	68,890.80
	C	34.77	2,781.40	6,026.37	72,316.46
	D	36.51	2,920.42	6,327.58	75,930.93
	E	38.33	3,066.70	6,644.52	79,734.22
SENIOR LIBRARIAN					
	A	36.64	2,931.16	6,350.85	76,210.20
	B	38.46	3,076.98	6,666.79	80,001.50
	C	40.40	3,231.67	7,001.95	84,023.35
	D	42.42	3,393.25	7,352.04	88,224.52
	E	44.55	3,563.70	7,721.35	92,656.24
SENIOR LIBRARY TECHNICIAN					
	A	24.88	1,990.59	4,312.94	51,755.32
	B	26.12	2,089.98	4,528.29	54,339.50
	C	27.44	2,194.89	4,755.60	57,067.24
	D	28.82	2,305.33	4,994.88	59,938.55
	E	30.25	2,420.37	5,244.12	62,929.50
SOUS CHEF					
	A	19.78	1,582.50	3,428.74	41,144.88
	B	20.77	1,661.52	3,599.97	43,199.59
	C	21.81	1,744.45	3,779.65	45,355.76
	D	22.90	1,832.26	3,969.90	47,638.77
	E	24.04	1,923.00	4,166.49	49,997.88
POLICE SUPPORT POSITIONS					
ABANDONED VEHICLE ABATEMENT OFFICER					
	A	22.90	1,832.26	3,969.90	47,638.77
	B	24.04	1,923.00	4,166.49	49,997.88
	C	25.24	2,019.58	4,375.77	52,509.19
	D	26.51	2,121.05	4,595.61	55,147.33
	E	27.83	2,226.42	4,823.91	57,886.94

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
ALARM PROGRAM COORDINATOR					
	A	19.29	1,543.47	3,344.18	40,130.21
	B	20.26	1,620.55	3,511.18	42,134.19
	C	21.27	1,701.52	3,686.64	44,239.63
	D	22.33	1,786.41	3,870.54	46,446.53
	E	23.45	1,876.16	4,065.02	48,780.28
ANIMAL REGULATIONS OFFICER					
	A	25.11	2,008.75	4,352.29	52,227.47
	B	26.36	2,109.09	4,569.70	54,836.41
	C	27.69	2,215.06	4,799.30	57,591.64
	D	29.06	2,324.78	5,037.03	60,444.40
	E	30.51	2,441.07	5,288.99	63,467.84
COMMUNITY SERVICES OFFICER					
	A	24.20	1,935.86	4,194.36	50,332.27
	B	25.41	2,033.13	4,405.10	52,861.26
	C	26.68	2,134.62	4,625.02	55,500.20
	D	28.02	2,241.41	4,856.38	58,276.58
	E	29.42	2,353.48	5,099.20	61,190.41
CRIME ANALYST					
	A	32.76	2,620.63	5,678.04	68,136.45
	B	34.40	2,751.76	5,962.15	71,545.76
	C	36.12	2,889.59	6,260.77	75,129.27
	D	37.48	2,998.70	6,497.18	77,966.22
	E	39.82	3,185.34	6,901.57	82,818.89
CRIME SCENE SPECIALIST					
	A	30.88	2,470.01	5,351.68	64,220.20
	B	32.42	2,593.91	5,620.15	67,441.77
	C	34.04	2,722.90	5,899.61	70,795.38
	D	35.74	2,858.99	6,194.49	74,333.82
	E	37.53	3,002.20	6,504.76	78,057.12
POLICE DISPATCH SUPERVISOR					
	A	40.43	3,234.42	7,007.91	84,094.95
	B	42.46	3,396.54	7,359.16	88,309.92
	C	44.58	3,566.51	7,727.44	92,729.24
	D	46.82	3,745.33	8,114.87	97,378.48
	E	49.15	3,932.00	8,519.34	102,232.07
POLICE DISPATCHER					
	A	31.81	2,544.70	5,513.52	66,162.19
	B	33.39	2,671.44	5,788.13	69,457.52
	C	35.06	2,805.06	6,077.64	72,931.68
	D	36.82	2,945.56	6,382.05	76,584.65
	E	38.66	3,092.94	6,701.37	80,416.43

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
POLICE INVESTIGATIVE AIDE					
	A	27.87	2,229.35	4,830.25	57,963.04
	B	29.26	2,340.57	5,071.24	60,854.85
	C	30.72	2,457.65	5,324.91	63,898.86
	D	32.26	2,580.58	5,591.26	67,095.08
	E	33.87	2,709.36	5,870.29	70,443.49
POLICE INVESTIGATOR (NON-SWORN)					
	A	30.76	2,460.82	5,331.78	63,981.35
	B	32.30	2,584.08	5,598.84	67,186.10
	C	33.91	2,712.59	5,877.27	70,527.22
	D	35.60	2,848.08	6,170.85	74,050.17
	E	37.38	2,990.58	6,479.58	77,754.96
POLICE OPERATIONS ASSISTANT					
	A	26.81	2,144.89	4,647.26	55,767.09
	B	28.15	2,252.39	4,880.19	58,562.23
	C	29.55	2,364.07	5,122.16	61,465.92
	D	31.04	2,483.06	5,379.96	64,559.57
	E	32.58	2,606.22	5,646.81	67,761.76
POLICE RECORDS CLERK					
	A	20.55	1,644.39	3,562.85	42,754.23
	B	21.58	1,726.51	3,740.78	44,889.37
	C	22.67	1,813.58	3,929.43	47,153.14
	D	23.80	1,903.62	4,124.51	49,494.07
	E	24.99	1,999.59	4,332.45	51,989.35
POLICE RECORDS SUPERVISOR					
	A	29.44	2,355.05	5,102.60	61,231.18
	B	30.90	2,472.19	5,356.40	64,276.82
	C	32.44	2,595.45	5,623.46	67,481.57
	D	34.07	2,725.70	5,905.68	70,868.15
	E	35.78	2,862.07	6,201.15	74,413.83
PROPERTY & EVIDENCE SPECIALIST I					
	A	22.20	1,776.34	3,848.73	46,184.76
	B	23.31	1,864.63	4,040.03	48,480.36
	C	24.48	1,958.17	4,242.69	50,912.34
	D	25.70	2,056.08	4,454.83	53,457.95
	E	26.99	2,159.23	4,678.33	56,139.94
PROPERTY & EVIDENCE SPECIALIST II					
	A	26.58	2,126.01	4,606.35	55,276.25
	B	27.91	2,232.66	4,837.43	58,049.15
	C	29.30	2,343.68	5,077.98	60,935.70
	D	30.76	2,460.82	5,331.78	63,981.35
	E	32.30	2,584.08	5,598.84	67,186.10

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PROPERTY & EVIDENCE UNIT SUPERVISOR					
	A	30.37	2,429.21	5,263.28	63,159.34
	B	31.88	2,550.03	5,525.07	66,300.90
	C	33.46	2,677.18	5,800.55	69,606.56
	D	35.14	2,811.53	6,091.65	73,099.79
	E	36.90	2,952.20	6,396.43	76,757.12
SENIOR POLICE DISPATCHER					
	A	38.62	3,089.99	6,694.98	80,339.80
	B	40.55	3,244.25	7,029.20	84,350.40
	C	42.57	3,405.38	7,378.32	88,539.82
	D	44.70	3,576.33	7,748.72	92,984.70
	E	46.93	3,754.17	8,134.03	97,608.39
STOP GRANT OFFICE COORDINATOR					
	A	26.51	2,120.88	4,595.24	55,142.93
	B	27.83	2,226.30	4,823.65	57,883.80
	C	29.22	2,337.98	5,065.62	60,787.49
	D	30.69	2,454.88	5,318.91	63,826.86
	E	32.23	2,578.04	5,585.75	67,029.06
TRAINING COORDINATOR					
	A	26.14	2,091.59	4,531.78	54,381.36
	B	27.45	2,196.05	4,758.11	57,097.38
	C	28.83	2,306.38	4,997.16	59,965.98
	D	30.27	2,421.41	5,246.39	62,956.65
	E	31.78	2,542.30	5,508.33	66,099.90
COMMUNITY DEVELOPMENT & HOUSING POSITIONS					
COMMUNITY DEVELOPMENT SPECIALIST I					
	A	30.30	2,424.03	5,252.07	63,024.86
	B	31.82	2,545.50	5,515.26	66,183.07
	C	33.40	2,672.33	5,790.05	69,480.62
	D	35.07	2,805.41	6,078.39	72,940.71
	E	36.82	2,945.64	6,382.22	76,586.59
COMMUNITY DEVELOPMENT SPECIALIST II					
	A	33.47	2,677.69	5,801.66	69,619.95
	B	35.16	2,812.56	6,093.87	73,126.49
	C	36.91	2,952.78	6,397.70	76,772.36
	D	38.75	3,100.15	6,717.00	80,604.02
	E	40.68	3,254.67	7,051.79	84,621.44
HOUSING ASSISTANT					
	A	23.28	1,862.58	4,035.58	48,426.95
	B	24.46	1,956.41	4,238.88	50,866.60
	C	25.67	2,053.99	4,450.32	53,403.83
	D	26.95	2,156.27	4,671.92	56,063.04
	E	28.31	2,265.12	4,907.75	58,893.03

**CITY OF NATIONAL CITY
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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
HOUSING INSPECTOR I					
	A	30.41	2,432.64	5,270.71	63,248.52
	B	31.93	2,554.12	5,533.93	66,407.18
	C	33.53	2,682.36	5,811.78	69,741.33
	D	35.20	2,816.38	6,102.16	73,225.89
	E	36.96	2,957.15	6,407.16	76,885.93
HOUSING INSPECTOR II					
	A	33.34	2,666.93	5,778.35	69,340.23
	B	35.00	2,799.99	6,066.64	72,799.72
	C	36.75	2,939.80	6,369.56	76,434.69
	D	38.59	3,087.32	6,689.18	80,270.22
	E	40.52	3,241.59	7,023.43	84,281.22
HOUSING SPECIALIST					
	A	34.03	2,722.43	5,898.59	70,783.12
	B	35.73	2,858.29	6,192.97	74,315.63
	C	37.52	3,001.31	6,502.84	78,034.07
	D	39.39	3,151.48	6,828.20	81,938.43
	E	41.36	3,308.80	7,169.06	86,028.71
LEAD HAZARD CONTROL PROGRAM CASE MANAGER					
	A	29.14	2,330.81	5,050.10	60,601.19
	B	30.60	2,447.89	5,303.77	63,645.20
	C	32.12	2,569.85	5,568.00	66,816.04
	D	33.73	2,698.63	5,847.04	70,164.45
	E	35.43	2,834.25	6,140.87	73,690.43
LEAD HAZARD CONTROL PROGRAM COORDINATOR					
	A	31.89	2,551.31	5,527.84	66,334.07
	B	33.50	2,680.10	5,806.87	69,682.49
	C	35.17	2,813.76	6,096.48	73,157.73
	D	36.93	2,954.25	6,400.88	76,810.54
	E	38.78	3,102.55	6,722.19	80,666.29
LEAD HOUSING INSPECTOR					
	A	30.15	2,412.39	5,226.84	62,722.07
	B	31.66	2,532.91	5,487.97	65,855.67
	C	33.23	2,658.25	5,759.55	69,114.61
	D	34.89	2,791.31	6,047.84	72,574.10
	E	36.65	2,932.08	6,352.85	76,234.14
LEAD RISK INSPECTOR/ASSESSOR					
	A	30.15	2,412.39	5,226.84	62,722.07
	B	31.66	2,532.91	5,487.97	65,855.67
	C	33.23	2,658.25	5,759.55	69,114.61
	D	34.89	2,791.31	6,047.84	72,574.10
	E	36.65	2,932.08	6,352.85	76,234.14

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
LEAD SAMPLING TECHNICIAN					
	A	23.55	1,883.97	4,081.93	48,983.21
	B	24.72	1,977.63	4,284.87	51,418.42
	C	25.95	2,076.17	4,498.37	53,980.46
	D	27.26	2,180.57	4,724.56	56,694.71
	E	28.62	2,289.84	4,961.32	59,535.78
PROPERTY AGENT					
	A	34.53	2,762.77	5,986.01	71,832.12
	B	36.27	2,901.46	6,286.50	75,437.96
	C	38.08	3,046.53	6,600.82	79,209.86
	D	39.97	3,197.99	6,928.98	83,147.82
	E	41.97	3,357.66	7,274.94	87,299.28
SENIOR HOUSING SPECIALIST					
	A	37.29	2,982.92	6,463.00	77,555.98
	B	39.14	3,131.05	6,783.94	81,407.22
	C	41.10	3,288.37	7,124.79	85,497.50
	D	43.15	3,451.81	7,478.93	89,747.15
	E	45.32	3,625.48	7,855.20	94,262.39
PARK MAINTENANCE POSITIONS					
ASSISTANT TREE TRIMMER					
	A	23.86	1,909.05	4,136.28	49,635.37
	B	25.07	2,005.23	4,344.66	52,135.90
	C	26.32	2,105.25	4,561.37	54,736.44
	D	27.63	2,210.08	4,788.50	57,462.01
	E	29.02	2,321.64	5,030.22	60,362.61
LEAD TREE TRIMMER					
	A	26.27	2,101.40	4,553.03	54,636.42
	B	27.59	2,207.19	4,782.25	57,386.99
	C	28.96	2,316.83	5,019.80	60,237.59
	D	30.42	2,433.20	5,271.94	63,263.22
	E	31.93	2,554.38	5,534.49	66,413.88
PARK CARETAKER					
	A	21.76	1,741.15	3,772.48	45,269.80
	B	22.86	1,828.63	3,962.03	47,544.42
	C	24.00	1,919.92	4,159.83	49,917.93
	D	25.20	2,015.96	4,367.92	52,415.06
	E	26.46	2,116.76	4,586.32	55,035.82
PARK SUPERVISOR					
	A	34.59	2,767.15	5,995.48	71,945.81
	B	36.32	2,905.34	6,294.90	75,538.82
	C	38.14	3,051.21	6,610.95	79,331.44
	D	40.05	3,203.66	6,941.26	83,295.16
	E	42.05	3,363.79	7,288.21	87,458.50

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
PARKS EQUIPMENT OPERATOR					
	A	25.31	2,025.08	4,387.67	52,652.08
	B	26.58	2,126.20	4,606.76	55,281.10
	C	27.90	2,231.91	4,835.80	58,029.62
	D	29.30	2,344.06	5,078.79	60,945.44
	E	30.77	2,461.72	5,333.72	64,004.66
SENIOR PARK CARETAKER					
	A	23.35	1,867.62	4,046.51	48,558.11
	B	24.50	1,959.86	4,246.36	50,956.34
	C	25.72	2,057.80	4,458.58	53,502.92
	D	27.01	2,160.50	4,681.09	56,173.12
	E	28.37	2,269.86	4,918.03	59,016.39
TREE TRIMMER					
	A	24.91	1,992.72	4,317.57	51,810.83
	B	26.16	2,092.75	4,534.28	54,411.37
	C	27.47	2,197.57	4,761.41	57,136.94
	D	28.84	2,307.21	4,998.96	59,987.54
	E	30.28	2,422.62	5,249.01	62,988.16
PUBLIC WORKS POSITIONS					
BUILDING TRADES SPECIALIST					
	A	27.49	2,199.44	4,765.44	57,185.32
	B	28.86	2,309.17	5,003.19	60,038.33
	C	30.31	2,424.67	5,253.46	63,041.49
	D	31.82	2,545.95	5,516.23	66,194.82
	E	33.41	2,673.01	5,791.53	69,498.30
CARPENTER					
	A	26.77	2,141.68	4,640.31	55,683.73
	B	28.11	2,248.53	4,871.81	58,461.66
	C	29.51	2,361.14	5,115.81	61,389.75
	D	30.99	2,479.54	5,372.33	64,468.00
	E	32.53	2,602.75	5,639.28	67,671.38
CUSTODIAN					
	A	18.03	1,442.75	3,125.96	37,511.56
	B	18.93	1,514.51	3,281.44	39,377.32
	C	19.89	1,590.99	3,447.15	41,365.82
	D	20.88	1,670.31	3,619.00	43,427.98
	E	21.92	1,753.40	3,799.03	45,588.33
ELECTRICIAN					
	A	29.71	2,377.03	5,150.24	61,802.83
	B	31.20	2,495.63	5,407.20	64,886.38
	C	32.75	2,620.31	5,677.34	68,128.07
	D	34.39	2,751.07	5,960.66	71,527.88
	E	36.11	2,888.93	6,259.35	75,112.18

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POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
EQUIPMENT MECHANIC					
	A	29.21	2,336.71	5,062.87	60,754.46
	B	30.68	2,454.08	5,317.18	63,806.17
	C	32.20	2,576.35	5,582.09	66,985.04
	D	33.82	2,705.46	5,861.83	70,341.92
	E	35.52	2,841.42	6,156.40	73,876.82
EQUIPMENT OPERATOR					
	A	25.73	2,058.32	4,459.70	53,516.37
	B	27.01	2,161.10	4,682.38	56,188.55
	C	28.36	2,268.55	4,915.18	58,982.18
	D	29.78	2,382.53	5,162.16	61,945.87
	E	31.28	2,502.13	5,421.28	65,055.31
LEAD EQUIPMENT MECHANIC					
	A	31.97	2,557.76	5,541.82	66,501.85
	B	33.59	2,686.87	5,821.56	69,858.73
	C	35.26	2,820.88	6,111.90	73,342.77
	D	37.02	2,961.72	6,417.07	77,004.82
	E	38.88	3,110.40	6,739.19	80,870.32
MAINTENANCE WORKER					
	A	22.09	1,767.01	3,828.52	45,942.28
	B	23.19	1,855.17	4,019.54	48,234.46
	C	24.35	1,948.07	4,220.82	50,649.88
	D	25.57	2,045.71	4,432.38	53,188.54
	E	26.85	2,148.09	4,654.20	55,850.43
PLUMBER					
	A	27.54	2,203.28	4,773.76	57,285.17
	B	28.91	2,313.19	5,011.92	60,142.99
	C	30.36	2,429.05	5,262.94	63,155.29
	D	31.89	2,550.85	5,526.84	66,322.07
	E	33.47	2,677.60	5,801.46	69,617.57
SENIOR EQUIPMENT OPERATOR					
	A	28.68	2,294.71	4,971.86	59,662.37
	B	30.12	2,409.63	5,220.86	62,650.35
	C	31.63	2,530.16	5,482.01	65,784.08
	D	33.20	2,656.29	5,755.30	69,063.57
	E	34.86	2,788.97	6,042.76	72,513.11
SENIOR TRAFFIC PAINTER					
	A	27.33	2,186.37	4,737.14	56,845.63
	B	28.69	2,295.54	4,973.67	59,684.04
	C	30.12	2,409.67	5,220.96	62,651.47
	D	31.63	2,530.75	5,483.29	65,799.53
	E	33.22	2,657.78	5,758.53	69,102.41

**CITY OF NATIONAL CITY
 NCMEA SALARY SCHEDULE
 EFFECTIVE JANUARY 2024**

POSITION	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
STREET SWEEPER OPERATOR					
	A	25.75	2,060.08	4,463.51	53,562.12
	B	27.04	2,162.95	4,686.38	56,236.58
	C	28.38	2,270.48	4,919.38	59,032.61
	D	29.81	2,384.57	5,166.57	61,998.82
	E	31.30	2,504.27	5,425.91	65,110.92
SUPERVISING CUSTODIAN					
	A	19.95	1,595.71	3,457.38	41,488.57
	B	20.94	1,675.03	3,629.23	43,550.72
	C	21.99	1,759.06	3,811.30	45,735.62
	D	23.09	1,846.87	4,001.56	48,018.72
	E	24.24	1,939.41	4,202.05	50,424.57
TRAFFIC PAINTER					
	A	24.63	1,970.02	4,268.37	51,220.42
	B	25.87	2,069.26	4,483.40	53,800.79
	C	27.16	2,172.48	4,707.03	56,484.38
	D	28.51	2,280.65	4,941.42	59,296.99
	E	29.95	2,395.78	5,190.85	62,290.22
WASTEWATER CREW CHIEF					
	A	29.98	2,398.21	5,196.12	62,353.49
	B	31.48	2,518.67	5,457.13	65,485.51
	C	33.05	2,644.16	5,729.00	68,748.05
	D	34.71	2,776.66	6,016.11	72,193.28
	E	36.45	2,916.20	6,318.43	75,821.21

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF NATIONAL CITY AND THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION (NCMEA) AND AUTHORIZING A FISCAL YEAR 2021-2022 BUDGET APPROPRIATION OF \$350,000 TO FUND SALARY AND BENEFIT INCREASES

WHEREAS, the labor agreement between the City of National City and the National City Municipal Employees' Association ("NCMEA") expired on December 31, 2021; and

WHEREAS, City representatives began meeting and conferring in good faith with NCMEA Representatives in summer of 2021 for the purpose of negotiating a successor agreement; and

WHEREAS, on January 19, 2022, NCMEA membership voted to ratify the terms of a three (3) year agreement, from January 1, 2022 to December 31, 2024 as set forth by the negotiating teams.

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

Section 1: Hereby approves the Memorandum of Understanding ("MOU") between the City of National City and the National City Municipal Employees' Association ("NCMEA").

Section 2: Authorizes a Fiscal Year 2021-2022 budget appropriation of \$350,000 to fund salary and benefit increases.

Section 3. That 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 1st day of February, 2022.

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 salary and benefit changes for the Confidential, Management, and Executive employee groups, effective February 8, 2022, and authorizing a Fiscal Year 2021-2022 budget appropriation of \\$159,750 to fund said salary and benefit increases. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |


ITEM TITLE:

Resolution of the City Council of the City of National City, California, approving salary and benefit changes for the Confidential, Management, and Executive employee groups, effective February 8, 2022, and authorizing a Fiscal Year 2021-2022 budget appropriation of \$159,750 to fund said salary and benefit increases.

PREPARED BY: Molly Brennan

DEPARTMENT: Human Resources

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

See attached Staff Report.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The Fiscal Year 2021-2022 budget appropriations for personnel costs will increase \$159,750. Over the term of the three years of phased in salary increases, personnel costs to the City will rise by approximately \$1.36M as compared to the current budgeted expenditures.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution approving the amended compensation plan for the Confidential, Management, & Executive employee groups and authorizing budget appropriations to pay for salary and benefit increases.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Resolution
3. Confidential, Management, & Executive Group Salary Schedules



City Council Staff Report

February 1, 2022

ITEM

Resolution of the City Council of the City of National City, California, approving salary and benefit changes for the Confidential, Management, and Executive employee groups, effective February 8, 2022, and authorizing a Fiscal Year 2021-2022 budget appropriation of \$159,750 to fund said salary and benefit increases.

BACKGROUND

The City of National City has three formal union represented employee associations, Police Officers' Association, Firefighters' Association, and Municipal Employees' Association (MEA), and three informal employee groups who are not represented or subject to the terms of collective labor bargaining, Confidential, Management, and Executives.

Over the past few years, the City has worked with the union represented employee associations to align all three labor agreements to the same term. The last set of labor agreements ended on December 31, 2021 and the City negotiating team has concluded negotiations with two of the three groups for a new three year term of January 1, 2022 – December 31, 2024. As part of the term alignment, the City is striving to consolidate decision making related to personnel costs in order to weigh the total impact on the City's finances and in order to move towards equity both between the employee groups and between the City and neighboring public agencies.

Although they are not formally represented employees, the Confidential, Management, and Executive employees' salary and benefits should be revisited when significant changes are made to the salary and benefits of the formally represented employees. This achieves equitable treatment of staff and resolves issues of salary compaction in which represented employee wages might equal or exceed the wages of their supervisors.

Confidential Employees

Historically, Confidential employees have received similar wages and benefits as the MEA employees. This employee group includes the Executive Assistant series, the Management Information Systems Technician series and the Payroll Technician classifications. As such, the MEA compensation plan is typically the internal benchmark for the Confidential employee group, with some deviation primarily intended to provide a "premium" benefit to members of the Confidential employee group in recognition of their loss of formal representation and bargaining and the rights and privileges associated with such. Therefore, staff is recommending the following salary and benefit

adjustments for Confidential employees, in line with the new MEA MOU that will cover the next three years. There is one difference to highlight between the new MEA MOU and the Confidential wages and benefits detailed below, an increase of 1% for the employee paid contribution to the California Public Employees' Retirement System (CalPERS) for employees in a classic CalPERS plan. MEA employees already contribute 2% additional to CalPERS, while Confidential employees have been paying 1% additional. Bringing the Confidential employees up one more percent, brings them to the same contribution total, 2%, as the MEA employees.

Wages – All Conf. Employees	3% effective February 8 th 2022 3% in January 2023 3% in January 2024
Wages – Equity Adjustment	Based on the results of a compensation study, the City will provide 70% of what would be needed to bring each classification to median, phased one-third at a time over the three years; effective dates are the same as the 3% wage increases above
Floating Holidays	Consolidated Lincoln and Washington's Birthdays into Presidents' Day and added Juneteenth as a floating holiday; floating holidays will be paid based on an employee's assigned daily work schedule
Vacation Sell-Back	Reduce from 50 to 40 the number of hours an employee must have used in the eligibility period to be allowed to cash-out vacation; reduce the minimum remaining vacation balance from 80 to 50 hours
Sick Leave Incentive Pay	Increase from 36 to 40 hours the maximum amount of sick leave allowed to be taken to qualify for an annual sell-back
Retirement	Additional 1%, for a new total of 2%, employee paid CalPERS contribution for classic plan members, effective 2/8/22
Education Expense Reimbursement	Increase the per employee per fiscal year cap from \$1,200 to \$2,000

Management & Executives

In a complementary next step, staff is recommending the following adjustments to the wages and benefits provided to Management and Executive employees. While the MEA and Confidential employees will automatically receive the defined wage increases, Management and Executive employees will need an annual performance evaluation rating of satisfactory or above to qualify for their wage increases each year. Management and Executive employees previously had no additional employee paid contributions to CalPERS. This package will add a contribution of 1% for all employees in a classic CalPERS plan.

Wages*	3% effective February 8 th 2022 3% in first full pay period of February 2023
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	3% in first full pay period of February 2024
Wages – Equity Adjustment*	Based on the results of a compensation study, the City will provide 70% of what would be needed to bring each classification to median, phased one-third at a time over the three years; effective dates are the same as the 3% wage increases above
Floating Holidays	Consolidated Lincoln and Washington’s Birthdays into Presidents’ Day and added Juneteenth as a floating holiday; floating holidays will be paid based on an employee’s assigned daily work schedule
Retirement	Additional 1% employee paid CalPERS contribution for classic plan members, effective 2/8/22
*	Wage increases dependent on satisfactory annual performance evaluation

There are three executives who have employment contracts with the City, the City Manager, the Police Chief, and the City Attorney. All three have reopener language that is triggered when the City approves salary and benefit increases for the other executives. The existing contracts with the City Manager and Police Chief will expire in the next few months. Therefore, both individuals have agreed to delay the implementation of their wage increases until the term of their new contract begins. In accordance with the Brown Act, the new two year extensions to the employment contracts for the City Manager and Police Chief are on the agenda this evening as stand-alone items. The equity wage increases reflected in the new contracts follows the same methodology, based on the compensation study results to reach 70% of median over three years, as is being applied to all MEA, Confidential, Management, and Executive staff. The City Attorney has elected not to reopen his employment contract at this point in time. The City Attorney’s contract includes annual 3% wage increases, but does not include the equity adjustment.

Management and Executives are paid using a salary band system, in which they can be paid any amount within the salary band. The current salary bands have very wide ranges, with the lower end of the range often a dollar amount that is lower than the salary of the employees Managers and Executives supervise. The range of the salary bands have increased over time, as past salary adjustments increased the top of the band (maximum pay for the position), while the lowest end of the band remained the same. Since paying at the low end of the salary band range would cause compaction issues between staff members, in practice it is not used. The salary bands contained in the Salary Schedule attachment to this agenda item have been updated to remove the lowest end of the salary bands to resolve this issue.

Summary

The proposed salary and benefit adjustments for Confidential, Management, and Executive employees define wage increases through January 2024. However, as unrepresented employees, City Council maintains the right to adjust the compensation package at any time during this period.

The attached Salary Schedules reflects the wages of Confidential, Management, and Executive employees over the next three years, which combines the annual 3% increase with any position specific equity increase, pending satisfactory performance evaluations for Management and Executives.

If approved as proposed, over the term of the three years of phased salary increases, personnel costs paid by the City will rise by approximately \$1.36M, as compared to the current budgeted expenditures.

RECOMMENDATION

Adopt the Resolution approving the amended compensation plan for the Confidential, Management, & Executive employee groups and authorizing budget appropriations to pay for salary and benefit increases in Fiscal Year 2021-2022.

**CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE DATE 2/08/2022
3% Increase + Equity Adjustment**

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
Information Technology Analyst	BI-WEEKLY	2,991.80	3,141.40	3,298.47	3,463.39	3,636.56
	MONTHLY	6,482.23	6,806.36	7,146.68	7,504.00	7,879.21
	ANNUAL	77,786.79	81,676.33	85,760.11	90,048.03	94,550.53
	HOURLY	37.40	39.27	41.23	43.29	45.46
Information Technology Technician	BI-WEEKLY	2,567.84	2,696.23	2,831.04	2,972.60	3,121.23
	MONTHLY	5,563.66	5,841.84	6,133.93	6,440.63	6,762.67
	ANNUAL	66,763.96	70,102.11	73,607.13	77,287.58	81,152.02
	HOURLY	32.10	33.70	35.39	37.16	39.02
Executive Assistant IV	BI-WEEKLY	2,372.93	2,491.59	2,616.16	2,746.97	2,884.31
	MONTHLY	5,141.35	5,398.44	5,668.34	5,951.76	6,249.34
	ANNUAL	61,696.23	64,781.23	68,020.06	71,421.16	74,992.11
	HOURLY	29.66	31.14	32.70	34.34	36.05
Executive Assistant III	BI-WEEKLY	2,247.70	2,360.08	2,478.09	2,602.00	2,732.10
	MONTHLY	4,870.02	5,113.51	5,369.19	5,637.67	5,919.55
	ANNUAL	58,440.27	61,362.16	64,430.31	67,652.02	71,034.59
	HOURLY	28.10	29.50	30.98	32.53	34.15
Executive Assistant II	BI-WEEKLY	2,090.06	2,194.56	2,304.28	2,419.50	2,540.48
	MONTHLY	4,528.46	4,754.87	4,992.61	5,242.25	5,504.37
	ANNUAL	54,341.54	57,058.49	59,911.32	62,907.04	66,052.39
	HOURLY	26.13	27.43	28.80	30.24	31.76
Payroll Technician II	BI-WEEKLY	1,957.47	2,055.35	2,158.11	2,266.02	2,379.33
	MONTHLY	4,241.19	4,453.25	4,675.91	4,909.71	5,155.21
	ANNUAL	50,894.25	53,439.01	56,110.93	58,916.58	61,862.51
	HOURLY	24.47	25.69	26.98	28.33	29.74
Confidential Assistant (At-Will)	BI-WEEKLY	1,919.23	2,015.19	2,115.95	2,221.75	2,332.84
	MONTHLY	4,158.33	4,366.25	4,584.56	4,813.80	5,054.50
	ANNUAL	49,899.98	52,395.02	55,014.75	57,765.58	60,653.96
	HOURLY	23.99	25.19	26.45	27.77	29.16
Executive Assistant I	BI-WEEKLY	1,842.98	1,935.13	2,031.88	2,133.48	2,240.16
	MONTHLY	3,993.12	4,192.77	4,402.41	4,622.53	4,853.67
	ANNUAL	47,917.49	50,313.28	52,828.94	55,470.38	58,244.04
	HOURLY	23.04	24.19	25.40	26.67	28.00
Payroll Technician I	BI-WEEKLY	1,779.53	1,868.50	1,961.92	2,060.03	2,163.01
	MONTHLY	3,855.65	4,048.42	4,250.83	4,463.40	4,686.53
	ANNUAL	46,267.79	48,581.02	51,010.01	53,560.76	56,238.38
	HOURLY	22.24	23.36	24.52	25.75	27.04

**CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE DATE JANUARY 2023
3% Increase + Equity Adjustment**

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
Information Technology Analyst	BI-WEEKLY	3,154.25	3,311.97	3,477.57	3,651.45	3,834.02
	MONTHLY	6,834.22	7,175.95	7,534.74	7,911.47	8,307.05
	ANNUAL	82,010.61	86,111.35	90,416.89	94,937.64	99,684.63
	HOURLY	39.43	41.40	43.47	45.64	47.93
Information Technology Technician	BI-WEEKLY	2,644.88	2,777.12	2,915.97	3,061.78	3,214.87
	MONTHLY	5,730.57	6,017.10	6,317.95	6,633.85	6,965.55
	ANNUAL	68,766.88	72,205.17	75,815.34	79,606.21	83,586.58
	HOURLY	33.06	34.71	36.45	38.27	40.19
Executive Assistant IV	BI-WEEKLY	2,487.54	2,611.93	2,742.52	2,879.65	3,023.62
	MONTHLY	5,389.68	5,659.18	5,942.12	6,239.23	6,551.19
	ANNUAL	64,676.16	67,910.16	71,305.43	74,870.81	78,614.23
	HOURLY	31.09	32.65	34.28	36.00	37.80
Executive Assistant III	BI-WEEKLY	2,356.27	2,474.07	2,597.78	2,727.68	2,864.06
	MONTHLY	5,105.24	5,360.50	5,628.52	5,909.97	6,205.46
	ANNUAL	61,262.94	64,325.95	67,542.29	70,919.61	74,465.56
	HOURLY	29.45	30.93	32.47	34.10	35.80
Executive Assistant II	BI-WEEKLY	2,191.01	2,300.55	2,415.58	2,536.36	2,663.18
	MONTHLY	4,747.19	4,984.53	5,233.75	5,495.45	5,770.23
	ANNUAL	56,966.24	59,814.42	62,805.04	65,945.45	69,242.72
	HOURLY	27.39	28.76	30.19	31.70	33.29
Payroll Technician II	BI-WEEKLY	2,084.12	2,188.33	2,297.74	2,412.63	2,533.27
	MONTHLY	4,515.59	4,741.38	4,978.44	5,227.37	5,488.75
	ANNUAL	54,187.11	56,896.51	59,741.31	62,728.48	65,865.01
	HOURLY	26.05	27.35	28.72	30.16	31.67
Confidential Assistant (At-Will)	BI-WEEKLY	2,003.48	2,103.66	2,208.84	2,319.29	2,435.26
	MONTHLY	4,340.88	4,557.93	4,785.82	5,025.12	5,276.39
	ANNUAL	52,090.59	54,695.16	57,429.89	60,301.49	63,316.67
	HOURLY	25.04	26.30	27.61	28.99	30.44
Executive Assistant I	BI-WEEKLY	1,932.00	2,028.59	2,130.02	2,236.52	2,348.35
	MONTHLY	4,185.99	4,395.28	4,615.05	4,845.80	5,088.10
	ANNUAL	50,231.90	52,743.41	55,380.58	58,149.60	61,057.22
	HOURLY	24.15	25.36	26.63	27.96	29.35
Payroll Technician I	BI-WEEKLY	1,894.67	1,989.39	2,088.86	2,193.31	2,302.96
	MONTHLY	4,105.11	4,310.35	4,525.86	4,752.18	4,989.75
	ANNUAL	49,261.31	51,724.21	54,310.36	57,026.14	59,877.01
	HOURLY	23.68	24.87	26.11	27.42	28.79

**CITY OF NATIONAL CITY
CONFIDENTIAL SALARY SCHEDULE
EFFECTIVE DATE JANUARY 2024
3% Increase + Equity Adjustment**

TITLE		STEP A	STEP B	STEP C	STEP D	STEP E
Information Technology Analyst	BI-WEEKLY	3,325.53	3,491.82	3,666.40	3,849.72	4,042.21
	MONTHLY	7,205.32	7,565.60	7,943.88	8,341.06	8,758.13
	ANNUAL	86,463.79	90,787.20	95,326.52	100,092.76	105,097.50
	HOURLY	41.57	43.65	45.83	48.12	50.53
Information Technology Technician	BI-WEEKLY	2,724.23	2,860.44	3,003.45	3,153.63	3,311.31
	MONTHLY	5,902.49	6,197.61	6,507.48	6,832.87	7,174.51
	ANNUAL	70,829.89	74,371.33	78,089.80	81,994.40	86,094.18
	HOURLY	34.05	35.76	37.54	39.42	41.39
Executive Assistant IV	BI-WEEKLY	2,607.69	2,738.09	2,874.98	3,018.73	3,169.67
	MONTHLY	5,650.00	5,932.52	6,229.12	6,540.59	6,867.61
	ANNUAL	67,800.02	71,190.22	74,749.48	78,487.07	82,411.30
	HOURLY	32.60	34.23	35.94	37.73	39.62
Executive Assistant III	BI-WEEKLY	2,470.07	2,593.57	2,723.25	2,859.42	3,002.39
	MONTHLY	5,351.83	5,619.41	5,900.38	6,195.42	6,505.19
	ANNUAL	64,221.93	67,432.89	70,804.58	74,345.03	78,062.25
	HOURLY	30.88	32.42	34.04	35.74	37.53
Executive Assistant II	BI-WEEKLY	2,296.83	2,411.67	2,532.25	2,658.87	2,791.81
	MONTHLY	4,976.48	5,225.29	5,486.54	5,760.88	6,048.93
	ANNUAL	59,717.71	62,703.46	65,838.52	69,130.62	72,587.15
	HOURLY	28.71	30.15	31.65	33.24	34.90
Payroll Technician II	BI-WEEKLY	2,218.96	2,329.91	2,446.41	2,568.73	2,697.17
	MONTHLY	4,807.75	5,048.14	5,300.55	5,565.58	5,843.87
	ANNUAL	57,693.02	60,577.72	63,606.57	66,787.01	70,126.48
	HOURLY	27.74	29.12	30.58	32.11	33.71
Confidential Assistant (At-Will)	BI-WEEKLY	2,091.44	2,196.01	2,305.81	2,421.10	2,542.16
	MONTHLY	4,531.45	4,758.02	4,995.92	5,245.73	5,508.02
	ANNUAL	54,377.37	57,096.28	59,951.07	62,948.73	66,096.27
	HOURLY	26.14	27.45	28.82	30.26	31.78
Executive Assistant I	BI-WEEKLY	2,025.31	2,126.57	2,232.90	2,344.55	2,461.78
	MONTHLY	4,388.18	4,607.58	4,837.96	5,079.85	5,333.86
	ANNUAL	52,658.11	55,290.92	58,055.46	60,958.22	64,006.29
	HOURLY	25.32	26.58	27.91	29.31	30.77
Payroll Technician I	BI-WEEKLY	2,017.25	2,118.11	2,224.01	2,335.22	2,451.96
	MONTHLY	4,370.71	4,589.23	4,818.69	5,059.64	5,312.59
	ANNUAL	52,448.52	55,070.77	57,824.24	60,715.73	63,751.05
	HOURLY	25.22	26.48	27.80	29.19	30.65

City of National City
Human Resources Department
MANAGEMENT POSITIONS
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,029.30 – \$ 12,634.81	\$ 108,351.58 – \$ 151,617.78
Battalion Chief ²	\$ 8,379.44 – \$ 11,427.18	\$ 100,553.30 – \$ 137,126.15
Budget Manager	\$ 6,084.69 – \$ 10,109.50	\$ 73,016.28 – \$ 121,313.96
Building Official	\$ 7,563.42 – \$ 11,247.35	\$ 90,761.01 – \$ 134,968.19
Community Development Manager	\$ 7,654.06 – \$ 10,553.29	\$ 91,848.74 – \$ 126,639.46
Community Development Specialist III	\$ 6,180.60 – \$ 9,289.76	\$ 74,167.23 – \$ 111,477.18
Deputy City Attorney	\$ 7,432.18 – \$ 10,900.54	\$ 89,186.18 – \$ 130,806.43
Deputy City Clerk	\$ 5,825.34 – \$ 8,083.68	\$ 69,904.08 – \$ 97,004.12
Deputy Director of Human Resources	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Equipment Maint Supervisor	\$ 5,822.46 – \$ 8,807.62	\$ 69,869.47 – \$ 105,691.47
Facilities Maint Supervisor	\$ 4,495.31 – \$ 7,486.54	\$ 53,943.74 – \$ 89,838.54
Financial Services Officer	\$ 7,868.80 – \$ 10,632.07	\$ 94,425.57 – \$ 127,584.85
Housing Programs Manager	\$ 7,034.48 – \$ 9,844.24	\$ 84,413.76 – \$ 118,130.93
Human Resources Manager	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Information Technology Manager	\$ 8,403.18 – \$ 10,915.79	\$ 100,838.13 – \$ 130,989.45
Management Analyst I	\$ 4,215.43 – \$ 6,414.54	\$ 50,585.11 – \$ 76,974.54
Management Analyst II	\$ 4,791.05 – \$ 7,289.93	\$ 57,492.54 – \$ 87,479.12
Management Analyst III	\$ 5,361.93 – \$ 8,165.30	\$ 64,343.16 – \$ 97,983.58
Neighborhood Council Coordinator	\$ 5,308.33 – \$ 8,083.68	\$ 63,699.98 – \$ 97,004.12
Neighborhood Services Manager	\$ 4,423.40 – \$ 9,008.57	\$ 53,080.80 – \$ 108,102.88
Nutrition Program Manager	\$ 4,856.78 – \$ 8,783.56	\$ 58,281.33 – \$ 105,402.77
Park Superintendent	\$ 6,275.79 – \$ 8,940.04	\$ 75,309.43 – \$ 107,280.46
PIO/Mgmt Analyst III	\$ 5,477.37 – \$ 8,341.10	\$ 65,728.48 – \$ 100,093.19

City of National City
Human Resources Department
MANAGEMENT POSITIONS
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Captain ¹	\$ 11,249.69 – \$ 14,510.98	\$ 134,996.29 – \$ 174,131.77
Police Support Services Manager	\$ 7,657.69 – \$ 8,473.73	\$ 91,892.23 – \$ 101,684.81
Principal Civil Engineer	\$ 9,002.21 – \$ 11,206.25	\$ 108,026.47 – \$ 134,474.96
Principal Librarian	\$ 6,938.63 – \$ 8,885.48	\$ 83,263.54 – \$ 106,625.78
Principal Planner	\$ 7,302.87 – \$ 9,594.95	\$ 87,634.45 – \$ 115,139.34
Project Officer	\$ 5,979.68 – \$ 9,164.31	\$ 71,756.15 – \$ 109,971.74
Purchasing Agent	\$ 5,533.05 – \$ 9,620.09	\$ 66,396.56 – \$ 115,441.04
Recreation Superintendent	\$ 6,125.72 – \$ 8,783.56	\$ 73,508.69 – \$ 105,402.77
Risk Manager	\$ 5,700.06 – \$ 10,484.24	\$ 68,400.75 – \$ 125,810.90
Senior Accountant	\$ 6,323.20 – \$ 7,868.80	\$ 75,878.36 – \$ 94,425.57
Special Assistant to the Mayor	\$ 4,560.72 – \$ 7,217.06	\$ 54,728.69 – \$ 86,604.67
Street Maintenance Supervisor	\$ 5,288.66 – \$ 7,486.54	\$ 63,463.90 – \$ 89,838.54
Street & Wastewater Maint Superintendent	\$ 6,184.78 – \$ 9,124.27	\$ 74,217.36 – \$ 109,491.28
Traffic Engineer	\$ 8,530.00 – \$ 11,045.77	\$ 102,359.96 – \$ 132,549.29
Wastewater Supervisor	\$ 5,650.77 – \$ 7,562.86	\$ 67,809.22 – \$ 90,754.37

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

City of National City
Human Resources Department
MANAGEMENT POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,629.75 – \$ 13,475.03	\$ 115,556.96 – \$ 161,700.36
Battalion Chief ²	\$ 8,909.86 – \$ 12,150.52	\$ 106,918.33 – \$ 145,806.23
Budget Manager	\$ 6,586.07 – \$ 10,942.52	\$ 79,032.82 – \$ 131,310.23
Building Official	\$ 8,071.68 – \$ 12,003.17	\$ 96,860.15 – \$ 144,038.05
Community Development Manager	\$ 8,039.06 – \$ 11,084.12	\$ 96,468.73 – \$ 133,009.43
Community Development Specialist III	\$ 6,453.17 – \$ 9,699.44	\$ 77,438.00 – \$ 116,393.32
Deputy City Attorney	\$ 8,074.32 – \$ 11,842.34	\$ 96,891.87 – \$ 142,108.10
Deputy City Clerk	\$ 6,000.10 – \$ 8,326.19	\$ 72,001.20 – \$ 99,914.25
Deputy Director of Human Resources	\$ 8,146.57 – \$ 11,232.36	\$ 97,758.89 – \$ 134,788.29
Equipment Maint Supervisor	\$ 5,997.13 – \$ 9,071.85	\$ 71,965.56 – \$ 108,862.22
Facilities Maint Supervisor	\$ 4,630.17 – \$ 7,711.14	\$ 55,562.05 – \$ 92,533.69
Financial Services Officer	\$ 8,267.75 – \$ 11,321.03	\$ 99,212.94 – \$ 135,852.35
Housing Programs Manager	\$ 7,414.34 – \$ 10,375.83	\$ 88,972.11 – \$ 124,510.00
Human Resources Manager	\$ 8,146.57 – \$ 11,232.36	\$ 97,758.89 – \$ 134,788.29
Information Technology Manager	\$ 8,961.99 – \$ 11,641.69	\$ 107,543.87 – \$ 139,700.25
Management Analyst I	\$ 4,385.73 – \$ 6,673.69	\$ 52,628.75 – \$ 80,084.31
Management Analyst II	\$ 4,984.60 – \$ 7,584.44	\$ 59,815.24 – \$ 91,013.28
Management Analyst III	\$ 5,578.55 – \$ 8,495.18	\$ 66,942.63 – \$ 101,942.12
Neighborhood Council Coordinator	\$ 5,467.58 – \$ 8,326.19	\$ 65,610.98 – \$ 99,914.25
Neighborhood Services Manager	\$ 4,660.05 – \$ 9,490.53	\$ 55,920.62 – \$ 113,886.38
Nutrition Program Manager	\$ 5,070.96 – \$ 9,170.92	\$ 60,851.53 – \$ 110,051.03
Park Superintendent	\$ 6,669.28 – \$ 9,500.58	\$ 80,031.33 – \$ 114,006.94
PIO/Mgmt Analyst III	\$ 5,821.35 – \$ 8,864.92	\$ 69,856.23 – \$ 106,379.04

City of National City
Human Resources Department
MANAGEMENT POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Captain ¹	\$ 11,897.67 – \$ 15,346.81	\$ 142,772.08 – \$ 184,161.76
Police Support Services Manager	\$ 8,268.00 – \$ 9,149.09	\$ 99,216.04 – \$ 109,789.09
Principal Civil Engineer	\$ 9,572.05 – \$ 11,915.60	\$ 114,864.55 – \$ 142,987.22
Principal Librarian	\$ 7,164.83 – \$ 9,175.15	\$ 85,977.93 – \$ 110,101.78
Principal Planner	\$ 7,875.42 – \$ 10,347.19	\$ 94,504.99 – \$ 124,166.27
Project Officer	\$ 6,159.07 – \$ 9,439.24	\$ 73,908.84 – \$ 113,270.89
Purchasing Agent	\$ 5,699.04 – \$ 9,908.69	\$ 68,388.46 – \$ 118,904.27
Recreation Superintendent	\$ 6,395.87 – \$ 9,170.92	\$ 76,750.42 – \$ 110,051.03
Risk Manager	\$ 5,987.35 – \$ 11,012.65	\$ 71,848.15 – \$ 132,151.77
Senior Accountant	\$ 6,643.78 – \$ 8,267.75	\$ 79,725.39 – \$ 99,212.94
Special Assistant to the Mayor	\$ 4,697.55 – \$ 7,433.57	\$ 56,370.55 – \$ 89,202.81
Street Maintenance Supervisor	\$ 5,447.32 – \$ 7,711.14	\$ 65,367.82 – \$ 92,533.69
Street & Wastewater Maint Superintendent	\$ 6,708.01 – \$ 9,896.19	\$ 80,496.14 – \$ 118,754.24
Traffic Engineer	\$ 9,205.57 – \$ 11,920.60	\$ 110,466.87 – \$ 143,047.19
Wastewater Supervisor	\$ 5,879.62 – \$ 7,869.16	\$ 70,555.49 – \$ 94,429.92

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

City of National City
Human Resources Department
MANAGEMENT POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 10,270.12 – \$ 14,371.12	\$ 123,241.50 – \$ 172,453.43
Battalion Chief ²	\$ 9,473.85 – \$ 12,919.65	\$ 113,686.26 – \$ 155,035.76
Budget Manager	\$ 7,128.76 – \$ 11,844.18	\$ 85,545.13 – \$ 142,130.20
Building Official	\$ 8,614.10 – \$ 12,809.78	\$ 103,369.15 – \$ 153,717.41
Community Development Manager	\$ 8,443.43 – \$ 11,641.65	\$ 101,321.10 – \$ 139,699.80
Community Development Specialist III	\$ 6,737.75 – \$ 10,127.19	\$ 80,853.02 – \$ 121,526.27
Deputy City Attorney	\$ 8,771.94 – \$ 12,865.52	\$ 105,263.33 – \$ 154,386.24
Deputy City Clerk	\$ 6,180.10 – \$ 8,575.97	\$ 74,161.24 – \$ 102,911.67
Deputy Director of Human Resources	\$ 8,613.37 – \$ 11,875.97	\$ 103,360.48 – \$ 142,511.65
Equipment Maint Supervisor	\$ 6,177.04 – \$ 9,344.01	\$ 74,124.52 – \$ 112,128.08
Facilities Maint Supervisor	\$ 4,769.08 – \$ 7,942.48	\$ 57,228.91 – \$ 95,309.70
Financial Services Officer	\$ 8,686.92 – \$ 12,054.63	\$ 104,243.04 – \$ 144,655.58
Housing Programs Manager	\$ 7,814.72 – \$ 10,936.13	\$ 93,776.60 – \$ 131,233.54
Human Resources Manager	\$ 8,613.37 – \$ 11,875.97	\$ 103,360.48 – \$ 142,511.65
Information Technology Manager	\$ 9,557.96 – \$ 12,415.86	\$ 114,695.53 – \$ 148,990.31
Management Analyst I	\$ 4,562.91 – \$ 6,943.31	\$ 54,754.95 – \$ 83,319.71
Management Analyst II	\$ 5,185.98 – \$ 7,890.85	\$ 62,231.78 – \$ 94,690.21
Management Analyst III	\$ 5,803.93 – \$ 8,838.38	\$ 69,647.11 – \$ 106,060.58
Neighborhood Council Coordinator	\$ 5,631.61 – \$ 8,575.97	\$ 67,579.31 – \$ 102,911.67
Neighborhood Services Manager	\$ 4,909.36 – \$ 9,998.28	\$ 58,912.38 – \$ 119,979.31
Nutrition Program Manager	\$ 5,294.59 – \$ 9,575.36	\$ 63,535.09 – \$ 114,904.28
Park Superintendent	\$ 7,087.44 – \$ 10,096.26	\$ 85,049.29 – \$ 121,155.18
PIO/Mgmt Analyst III	\$ 6,186.93 – \$ 9,421.64	\$ 74,243.20 – \$ 113,059.64

City of National City
Human Resources Department
MANAGEMENT POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Captain ¹	\$ 12,582.98 – \$ 16,230.79	\$ 150,995.75 – \$ 194,769.47
Police Support Services Manager	\$ 8,926.96 – \$ 9,878.27	\$ 107,123.56 – \$ 118,539.28
Principal Civil Engineer	\$ 10,177.96 – \$ 12,669.86	\$ 122,135.48 – \$ 152,038.31
Principal Librarian	\$ 7,398.40 – \$ 9,474.26	\$ 88,780.81 – \$ 113,691.10
Principal Planner	\$ 8,492.85 – \$ 11,158.41	\$ 101,914.18 – \$ 133,900.90
Project Officer	\$ 6,343.84 – \$ 9,722.42	\$ 76,126.10 – \$ 116,669.02
Purchasing Agent	\$ 5,870.01 – \$ 10,205.95	\$ 70,440.11 – \$ 122,471.40
Recreation Superintendent	\$ 6,677.93 – \$ 9,575.36	\$ 80,135.12 – \$ 114,904.28
Risk Manager	\$ 6,289.11 – \$ 11,567.69	\$ 75,469.30 – \$ 138,812.22
Senior Accountant	\$ 6,980.62 – \$ 8,686.92	\$ 83,767.47 – \$ 104,243.04
Special Assistant to the Mayor	\$ 4,838.47 – \$ 7,656.57	\$ 58,061.67 – \$ 91,878.89
Street Maintenance Supervisor	\$ 5,610.74 – \$ 7,942.48	\$ 67,328.85 – \$ 95,309.70
Street & Wastewater Maint Superintendent	\$ 7,275.51 – \$ 10,733.40	\$ 87,306.12 – \$ 128,800.85
Traffic Engineer	\$ 9,934.65 – \$ 12,864.71	\$ 119,215.85 – \$ 154,376.53
Wastewater Supervisor	\$ 6,117.75 – \$ 8,187.86	\$ 73,412.99 – \$ 98,254.33

¹ Police Captain receives a \$750 Uniform Allowance

² Battalion Chief receives a \$650 Uniform Allowance

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$18,802.51 (Jan-May) \$20,017.00 (May-Dec)	\$225,630.08 (Jan-May) \$240,203.96 (May-Dec)
City Attorney	\$16,308.33 (Actual Salary) \$16,797.58 (Actual Oct 2022)	\$195,700 (Current) \$201,570.96 (Oct 2022)
Assistant City Manager ¹	\$ 8,718.91 – \$ 17,129.29	\$ 104,626.89 – \$ 205,551.50
Assistant Police Chief	\$ 12,235.92 – \$ 16,144.50	\$ 146,831.00 – \$ 193,734.00
City Librarian	\$ 9,914.63 – \$ 12,999.90	\$ 118,975.50 – \$ 155,998.77
Community Development Executive Director ¹	\$ 9,875.70 – \$ 14,986.79	\$ 118,508.40 – \$ 179,841.50
Community Services Director	\$ 9,064.80 – \$ 12,110.47	\$ 108,777.60 – \$ 145,325.65
Deputy City Manager	\$ 8,696.04 – \$ 16,241.25	\$ 104,352.53 – \$ 194,895.00
Director of Administrative Services	\$ 10,863.00 – \$ 14,217.11	\$ 130,356.00 – \$ 170,605.37
Director of Building & Safety	\$ 9,875.70 – \$ 11,775.66	\$ 118,508.40 – \$ 141,307.97
Director of Community Development	\$ 9,875.70 – \$ 13,902.28	\$ 118,508.40 – \$ 166,827.30
Director of Emergency Services ²	\$ 11,102.00 – \$ 14,710.76	\$ 133,224.00 – \$ 176,529.13
Director of Finance	\$ 10,863.00 – \$ 13,558.10	\$ 130,356.00 – \$ 162,697.19
Director of Housing & Economic Development	\$ 9,727.20 – \$ 12,399.87	\$ 116,726.40 – \$ 148,798.41
Director of Neighborhood Services	\$ 9,875.70 – \$ 12,589.17	\$ 118,508.40 – \$ 151,070.03
Director of Planning	\$ 9,882.80 – \$ 13,480.28	\$ 118,593.58 – \$ 161,763.35
Director of Public Works	\$ 10,966.00 – \$ 13,893.41	\$ 131,592.00 – \$ 166,720.88
Director of Public Works/City Engineer	\$ 10,966.00 – \$ 13,893.41	\$ 131,592.00 – \$ 166,720.88
Fire Chief	\$ 11,102.00 – \$ 14,710.76	\$ 133,224.00 – \$ 176,529.13
Human Resources Director	\$ 10,892.00 – \$ 13,616.63	\$ 130,704.00 – \$ 163,399.61
Library and Community Services Director	\$ 9,914.63 – \$ 15,475.74	\$ 118,975.50 \$ 185,708.93
Police Chief ³	\$ 15,618.17 – \$ 17,758.95	\$ 187,418.01 – \$ 213,107.40
Records Management Officer	\$ 7,565.60 – \$ 9,305.45	\$ 90,787.20 – \$ 111,665.40
Senior Assistant City Attorney	\$ 9,433.80 – \$ 14,229.35	\$ 113,205.60 – \$ 170,752.16

Effective 05/22/19, Appointment of City Manager (per Resolution 2019-70, Employment Agreement)

Effective 08/01/19, Adjusted Salary of City Attorney (per Resolution 2019-120, Employment Agreement)

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per employment agreement of 03/13/19)

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$20,017.00 (Jan-May) \$21,309.93 (May-Dec)	\$240,203.96 (Jan-May) \$255,719.20 (May-Dec)
City Attorney	\$16,797.58 (Actual Salary)	\$201,571
Assistant City Manager ¹	\$ 9,310.05 – \$ 18,290.66	\$ 111,720.59 – \$ 219,487.90
Assistant Police Chief	\$ 13,169.52 – \$ 17,376.33	\$ 158,034.20 – \$ 208,515.90
City Librarian	\$ 11,234.26 – \$ 14,730.18	\$ 134,811.14 – \$ 176,762.21
Community Development Executive Director ¹	\$ 10,836.61 – \$ 16,445.01	\$ 130,039.27 – \$ 197,340.08
Community Services Director	\$ 10,271.32 – \$ 13,722.37	\$ 123,255.90 – \$ 164,668.49
Deputy City Manager	\$ 9,261.29 – \$ 17,296.93	\$ 111,135.45 – \$ 207,563.18
Director of Administrative Services	\$ 11,800.48 – \$ 15,444.05	\$ 141,605.72 – \$ 185,328.61
Director of Building & Safety	\$ 10,836.61 – \$ 12,921.44	\$ 130,039.27 – \$ 155,057.23
Director of Community Development	\$ 10,836.61 – \$ 15,254.97	\$ 130,039.27 – \$ 183,059.60
Director of Emergency Services ²	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Director of Finance	\$ 11,800.48 – \$ 14,728.16	\$ 141,605.72 – \$ 176,737.96
Director of Housing & Economic Development	\$ 10,513.16 – \$ 13,401.78	\$ 126,157.89 – \$ 160,821.32
Director of Neighborhood Services	\$ 10,836.61 – \$ 13,814.10	\$ 130,039.27 – \$ 165,769.15
Director of Planning	\$ 10,179.28 – \$ 13,884.69	\$ 122,151.39 – \$ 166,616.25
Director of Public Works	\$ 12,025.32 – \$ 15,235.51	\$ 144,303.79 – \$ 182,826.12
Director of Public Works/City Engineer	\$ 12,025.32 – \$ 15,235.51	\$ 144,303.79 – \$ 182,826.12
Fire Chief	\$ 12,325.44 – \$ 16,331.89	\$ 147,905.28 – \$ 195,982.64
Human Resources Director	\$ 11,863.57 – \$ 14,831.24	\$ 142,362.80 – \$ 177,974.85
Library and Community Services Director	\$ 11,234.26 – \$ 17,535.57	\$ 134,811.14 \$ 210,426.78
Police Chief ³	\$ 16,809.83 – \$ 19,113.96	\$ 201,718.01 – \$ 229,367.49
Records Management Officer	\$ 8,176.90 – \$ 10,057.33	\$ 98,122.81 – \$ 120,687.97
Senior Assistant City Attorney	\$ 9,888.51 – \$ 14,915.20	\$ 118,662.11 – \$ 178,982.41

Effective 05/22/19, Appointment of City Manager (per Resolution 2019-70, Employment Agreement)

Effective 08/01/19, Adjusted Salary of City Attorney (per Resolution 2019-120, Employment Agreement)

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per employment agreement of 03/13/19)

City of National City
Human Resources Department

EXECUTIVE POSITIONS
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$21,310.26	\$255,723.12
City Attorney	\$16,797.58	\$201,570.96
Assistant City Manager ¹	\$ 9,941.27 – \$ 19,530.76	\$ 119,295.25 – \$ 234,369.18
Assistant Police Chief	\$ 14,174.35 – \$ 18,702.14	\$ 170,092.21 – \$ 224,425.67
City Librarian	\$ 12,729.54 – \$ 16,690.77	\$ 152,754.50 – \$ 200,289.26
Community Development Executive Director ¹	\$ 11,891.01 – \$ 18,045.11	\$ 142,692.09 – \$ 216,541.27
Community Services Director	\$ 11,638.44 – \$ 15,548.82	\$ 139,661.26 – \$ 186,585.87
Deputy City Manager	\$ 9,863.27 – \$ 18,421.23	\$ 118,359.25 – \$ 221,054.78
Director of Administrative Services	\$ 12,818.86 – \$ 16,776.87	\$ 153,826.30 – \$ 201,322.47
Director of Building & Safety	\$ 11,891.01 – \$ 14,178.69	\$ 142,692.09 – \$ 170,144.30
Director of Community Development	\$ 11,891.01 – \$ 16,739.27	\$ 142,692.09 – \$ 200,871.30
Director of Emergency Services ²	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Director of Finance	\$ 12,818.86 – \$ 15,999.20	\$ 153,826.30 – \$ 191,990.45
Director of Housing & Economic Development	\$ 11,362.62 – \$ 14,484.64	\$ 136,351.45 – \$ 173,815.68
Director of Neighborhood Services	\$ 11,891.01 – \$ 15,158.21	\$ 142,692.09 – \$ 181,898.48
Director of Planning	\$ 10,484.66 – \$ 14,301.23	\$ 125,815.93 – \$ 171,614.74
Director of Public Works	\$ 13,186.96 – \$ 16,707.26	\$ 158,243.53 – \$ 200,487.12
Director of Public Works/City Engineer	\$ 13,186.96 – \$ 16,707.26	\$ 158,243.53 – \$ 200,487.12
Fire Chief	\$ 13,683.70 – \$ 18,131.66	\$ 164,204.45 – \$ 217,579.92
Human Resources Director	\$ 12,921.80 – \$ 16,154.18	\$ 155,061.56 – \$ 193,850.21
Library and Community Services Director	\$ 12,729.54 – \$ 19,869.55	\$ 152,754.50 – \$ 238,434.59
Police Chief ³	\$ 18,092.42 – \$ 20,572.35	\$ 217,109.09 – \$ 246,868.23
Records Management Officer	\$ 8,837.59 – \$ 10,869.96	\$ 106,051.13 – \$ 130,439.55
Senior Assistant City Attorney	\$ 10,365.14 – \$ 15,634.11	\$ 124,381.62 – \$ 187,609.36

Effective 05/22/19, Appointment of City Manager (per Resolution 2019-70, Employment Agreement)

Effective 08/01/19, Adjusted Salary of City Attorney (per Resolution 2019-120, Employment Agreement)

Auto Allowance: \$300/month, w/exception of Police & Fire Chief who are assigned a City Vehicle, and City Attorney. The City Manager receives \$750/month and Assistant City Manager receives \$400/month.

¹ If residing in National City, the Asst City Manager & CDC Executive Director receive a Housing Differential of \$15,000 per year (per Resolution 2009-100)

² Director of Emergency Services receives \$650 Uniform Allowance annually (per memo dated 08/02/12)

³ Police Chief receives a \$750 Uniform Allowance (per employment agreement of 03/13/19)

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING SALARY AND BENEFIT CHANGES FOR THE CONFIDENTIAL, MANAGEMENT, AND EXECUTIVE EMPLOYEE GROUPS, EFFECTIVE FEBRUARY 8, 2022, AND AUTHORIZING A FISCAL YEAR 2021-2022 BUDGET APPROPRIATION OF \$159,750 TO FUND SAID SALARY AND BENEFIT INCREASES

WHEREAS, the City of National City (“City”) has three formal union-represented employee associations, Police Officers’ Association, Firefighters’ Association, and Municipal Employees’ Association (“MEA”), and three informal employee groups who are not represented or subject to the terms of collective labor bargaining, Confidential, Management, and Executives; and

WHEREAS, over the past few years, the City has worked with the union-represented employee associations to align all three labor agreements to the same term; and

WHEREAS, the last set of labor agreements ended on December 31, 2021 and the City negotiating team has concluded negotiations with two of the three groups for a new three-year term of January 1, 2022 – December 31, 2024; and

WHEREAS, the Confidential, Management, and Executive employees’ salary and benefits should be revisited when significant changes are made to the salary and benefits of the formally represented employees; and

WHEREAS, the proposed salary and benefit adjustments for Confidential, Management, and Executive employees define wage increases through January 2024; however, as unrepresented employees, City Council maintains the right to adjust the compensation package at any time during this period; and

WHEREAS, the salary schedule reflects the wages of Confidential, Management, and Executive employees over the next three years, which combine the annual 3% increase with any position specific equity increase, pending satisfactory performance evaluations for Management and Executives; and

WHEREAS, City staff recommends adoption of the Resolution approving the amended compensation plan for the Confidential, Management, & Executive employee groups and authorizing budget appropriations to pay for salary and benefit increases in Fiscal Year 2021-2022.

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

Section 1: Hereby approves the salary and benefit changes for the Confidential, Management, and Executive employee groups, effective February 8, 2022.

Section 2: Authorizes a Fiscal Year 2021-2022 budget appropriation of \$159,750 to fund said salary and benefit increases.

Section 3: 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 1st day of February, 2022.

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 a two-year Employment Agreement between the City of National City and Jose Tellez for the position of Police Chief with an annual base salary of \\$212,263.67, effective March 14, 2022. \(Human Resources\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing a two-year Employment Agreement between the City of National City and Jose Tellez for the position of Police Chief with an annual base salary of \$212,263.67, effective March 14, 2022.

PREPARED BY: Molly Brennan

DEPARTMENT: Administrative Services

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

On March 13, 2022 the current Employment Agreement between the City and Jose Tellez for the position of Police Chief will end. Staff is recommending a new two-year Employment Agreement, with similar terms and conditions to the previous contract and salary increases that are calculated using the same methodology as the proposed increases being provided effective February 8, 2022 to MEA, Confidential, Management, and other Executive employees. The new base salary and the salary increase after year 1 were calculated by combining the 3% cost of living adjustment with an equity adjustment. The Police Chief classification was compared to similar classifications in San Diego County public agencies in a compensation study and found to be below median. The equity adjustment aims to provide 70% of what would be needed to bring the classification to median, phased one-third at a time over three years. Since the Police Chief's Employment Agreement is for two years, it contains the first two years of the equity wage increase. The specific terms of the Employment Agreement are set forth in the attached "Summary Outlining the Salary and Other Compensation of the Police Chief." The Summary is a requirement of the Brown Act (Government Code Section 54953(c)(3), and must be read aloud into the record at a City Council Meeting.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The budget appropriation needed to cover the salary increase was included in the previous agenda item regarding wages and benefits for Confidential, Management, and Executive employees.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the Employment Agreement for Police Chief.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Summary Outlining the Salary and Other Compensation of the Police Chief
2. Chief of Police Employment Agreement
3. Resolution

[The Report is to be read aloud at an open meeting of the City Council as an Agenda Item prior to the execution of the employment agreement]

Oral Summary Report Outlining the Salary and Other Compensation of the Police Chief

Government Code Section 54953(c)(3)

The following is a summary of the salary and other compensation under the Employment Agreement to be received by the Police Chief in accordance with the Executive Benefits package:

- Two-year contract
- \$212,264 annual salary for year 1
- Potential for \$228,450 annual salary for year 2
- 10 paid fixed holidays per year
- 9 days administrative leave per year
- Vacation accrued at the rate of 10.00 hours per month for the first 10 years of employment and at the rate of 13.33 hours per month beginning with the 11th year
- Employee life insurance equivalent to the employee's annual gross salary, up to a maximum of \$150,000
- Availability of health, dental, and vision insurance, with up to \$1,200 per month of premiums paid by the City
- Participation in CalPERS retirement system
- Retiree health benefit of \$20 per month for each year of service
- Vehicle available for personal use
- If employment is terminated by the City other than for cause, payment of four months' base salary at the current rate of pay



EMPLOYMENT AGREEMENT

by and between

CITY OF NATIONAL CITY

and

JOSE TELLEZ

Dated March 14, 2022

EMPLOYMENT AGREEMENT
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EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and entered into this March 14, 2022, by and between the City of National City, a municipal corporation, (hereinafter called “Employer”) and Jose Tellez (hereinafter called “Employee”) an individual who has the education, training and experience in local government management to perform the functions and duties contemplated by this Agreement.

Section 1 Term

This Agreement shall remain in full force in effect for a period of two (2) years from March 14, 2022, through March 13, 2024, unless sooner terminated by the Employer or Employee as provided in Sections 9, 10 or 11 of this Agreement.

Section 2 Duties and Authority

Employer agrees to employ Jose Tellez as Chief of Police of the City of National City, on an “at-will” basis, to perform the functions and duties specified in the National City Municipal Code and any other applicable law, and to perform other legally permissible and proper duties and functions, commencing March 14, 2022. The Employee shall perform such functions and duties under the supervision of the City Manager, or her designee who is the Appointing Authority, and who shall act for the Employer, for purposes of this Agreement.

Section 3 Compensation

A. Base Salary: The Employer agrees to pay the Employee an annual base salary of two hundred twelve thousand, two hundred sixty-four (\$212,264), payable in installments at the same time that the other executive employees of the Employer are paid. This salary includes the 2% bilingual pay. A uniform allowance of \$750 per year will be payable in August of each year during the term of this Agreement.

B. Employer agrees to pay Employee a 7.63% annual increase after year 1, for a new base salary of two hundred twenty-eight thousand, four hundred fifty (\$228,450), if the Employee receives an annual performance evaluation rating of satisfactory or above, conducted under the provisions of Section 12 of this Agreement.

C. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer’s compensation policies.

Section 4 Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1,200 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of the Employee's annual salary, not to exceed \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Leave

A. The Employee shall accrue sick and vacation leave and other paid leave on an annual basis at the rate provided to Executive Employees.

B. The Employee is entitled to accrue all unused vacation, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve time pursuant to state law and City policy.

Section 6 Monthly Vehicle Allowance

Employer will provide Employee with an unmarked vehicle equipped with a police radio and Employer will oversee vehicle maintenance, fuel, and automobile insurance. Employee's duties as Chief of Police (law enforcement officer) require that Employee shall have the exclusive use at all times during employment with the City of a vehicle to carry out City business.

Section 7 Retirement

The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make the appropriate contributions on the Employee's behalf, for the Employer share required. Employee shall pay the entire employee share and any changed rate during the term of this Agreement. Employee shall pay an additional 1% of the required Employer's normal cost share, in line with the retirement costs paid by other CalPERS classic plan member Executive employees.

Section 8 General Business Expenses

A. Subject to prior City Manager approval, and sufficient budgetary resources, Employer agrees to pay for professional dues and subscriptions of the Employee described in this Section. Professional dues and subscriptions eligible for payment are those necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Subject to prior City Manager approval, and sufficient budgetary resources, Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the Police Officer's Research Association Conference (PORAC), FBI National Conference (FBINAA), and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Subject to prior City Manager approval, and sufficient budgetary resources, Employer also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal, job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9 Termination

For the purpose of this Agreement, termination of the Employee's services and this Agreement shall occur when:

A. Employee elects to terminate his employment and this Agreement.

B. Employer's City Manager, in the exercise of her/his sole discretion, determines with or without cause, to terminate Employee's employment and this Agreement.

Section 10 Severance

A. The Employee is an at-will employee, serving at the pleasure of the Employer's City Manager. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Manager. If the Employee is terminated for cause, or voluntarily resigns his position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

B. In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to four (4) months base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This Severance shall not include any payments described under Section 6 and 8 for this Agreement.

C. In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave in a manner consistent with the Executive Compensation Plan.

D. If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section.

E. In the event Employee is convicted of a felony involving an abuse of Employee's office or position, then any Severance paid under this section shall be reimbursed to Employer, as required and set forth in Government Code section 53243.2, as amended.

Section 11 Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12 Performance Evaluation

The Appointing Authority, acting for the Employer, may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13 Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. However, certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community. Accordingly, the Employee may, subject to the City Manager's approval, accept limited teaching, consulting or other business opportunities, and to pursue further education. If Employee pursues outside employment pursuant to this section, such arrangements shall not constitute interference with, nor a conflict of interest with, his or her responsibilities under this Agreement.

Section 14 Indemnification

Consistent with Federal, State or Local ordinance, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee's duties as Chief of Police, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities. However, if the Employee's act or omission involved willful or wanton conduct occurring outside the course and scope of the performance of Employee's duties as Chief of Police, Employer will consider providing a defense to Employee pursuant to Government Code Section 995 *et. seq.* In such cases not involving willful or wanton conduct, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable

consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 15 Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16 Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301.
- (2) EMPLOYEE: At the address of the Employee's principal residence.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17 General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on March 14, 2022.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____

Brad Raulston, City Manager

Jose Tellez, Chief of Police

APPROVED AS TO FORM:

Charles E. Bell, Jr.
City Attorney

RESOLUTION NO. 2022 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,
AUTHORIZING A TWO-YEAR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF
NATIONAL CITY AND JOSE TELLEZ FOR THE POSITION OF POLICE CHIEF WITH
AN ANNUAL BASE SALARY OF \$212,263.67, EFFECTIVE MARCH 14, 2022**

WHEREAS, on March 13, 2022 the current Employment Agreement between the City and Jose Tellez for the position of Police Chief will end; and

WHEREAS, City staff is recommending a new two-year Employment Agreement, with similar terms and conditions to the previous contract and salary increases that are calculated using the same methodology as the proposed increases being provided effective February 8, 2022 to MEA, Confidential, Management, and other Executive employees.

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

SECTION 1: Jose Tellez is hereby reappointed to the position of Police Chief for the City of National City effective March 14, 2022 through March 14, 2024.

SECTION 2: In consideration of Mr. Tellez's acceptance of the reappointment made hereinabove, the City Council hereby approves the following employment terms and conditions:

- A. Commencement of Employment
March 14, 2022 is hereby designated as the date of re-commencement of Mr. Tellez's duties to serve as Police Chief.

- B. Salary / Compensation
The annual base salary to be paid to Mr. Tellez for his services as Police Chief shall be \$212,263.67 year 1 and \$228,450 for year 2. A uniform allowance of \$750.00 per year will be payable in August of each year during the term of this Agreement.

- C. Benefits
In addition to base salary, Mr. Tellez shall receive such other benefits as are provided to City Council-appointed officers of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

SECTION 3. The Mayor is hereby authorized to execute an Employment Agreement between the City of National City and Jose Tellez with an initial term of two years from March 14, 2022 through March 14, 2024. Said Agreement is on file in the office of the City Clerk.

Section 4: That 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 1st day of February, 2022.

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 a two-year Employment Agreement between the City of National City and Bradford Raulston for the position of City Manager with an annual base salary of \\$240,203.96, effective May 22, 2022. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing a two-year Employment Agreement between the City of National City and Bradford Raulston for the position of City Manager with an annual base salary of \$240,203.96, effective May 22, 2022.

PREPARED BY: Molly Brennan

DEPARTMENT: Administrative Services

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

On May 21, 2022 the current Employment Agreement between the City and Bradford Raulston for the position of City Manager will end. Staff is recommending a new two-year Employment Agreement, with similar terms and conditions to the previous contract and salary increases that are calculated using the same methodology as the proposed increases being provided effective February 8, 2022 to MEA, Confidential, Management, and other Executive employees. The new base salary and the salary increase after year 1 were calculated by combining the 3% cost of living adjustment with an equity adjustment. The City Manager classification was compared to similar classifications in San Diego County public agencies in a compensation study and found to be below median. The equity adjustment aims to provide 70% of what would be needed to bring the classification to median, phased one-third at a time over three years. Since the City Manager's Employment Agreement is for two years, it contains the first two years of the equity wage increase. The specific terms of the Employment Agreement are set forth in the attached "Summary Outlining the Salary and Other Compensation of the City Manager." The Summary is a requirement of the Brown Act (Government Code Section 54953(c)(3), and must be read aloud into the record at a City Council Meeting.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The budget appropriation needed to cover the salary increase was included in the previous agenda item regarding wages and benefits for Confidential, Management, and Executive employees.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the Employment Agreement for the City Manager

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Summary Outlining the Salary and Other Compensation of the City Manager
2. City Manager Employment Agreement
3. Resolution

[The Report is to be read aloud at an open meeting of the City Council as an Agenda Item prior to the execution of the employment agreement]

Oral Summary Report Outlining the Salary and Other Compensation of the City Manager

Government Code Section 54953(c)(3)

The following is a summary of the salary and other compensation under the Employment Agreement to be received by the City Manager in accordance with the Executive Benefits package:

- Two-year contract
- \$240,204 annual salary for year 1
- Potential for \$255,719 annual salary for year 2
- 10 paid fixed holidays per year
- 9 days administrative leave per year
- Vacation accrued at the rate of 10.00 hours per month for the first 10 years of employment and at the rate of 13.33 hours per month beginning with the 11th year
- Employee life insurance equivalent to the employee's annual gross salary, up to a maximum of \$150,000
- Availability of health, dental, and vision insurance, with up to \$1,200 per month of premiums paid by the City
- Participation in CalPERS retirement system
- Retiree health benefit of \$20 per month for each year of service
- Vehicle allowance of \$750 per month
- If employment is terminated by the City other than for cause, payment of six months' base salary at the current rate of pay



EMPLOYMENT AGREEMENT

by and between

CITY OF NATIONAL CITY

and

BRADFORD RAULSTON

Dated May 22, 2022

**EMPLOYMENT AGREEMENT
CITY MANAGER
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EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 22 day of May 2022, by and between the City of National City, a municipal corporation, (hereinafter called "Employer") and Bradford Raulston (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1 Term.

This Agreement shall remain in full force in effect for a period of two (2) years from May 22, 2022, through May 22, 2024, unless sooner terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Section 2 Duties and Authority.

Employer agrees to employ Bradford Raulston as City Manager, on an at-will basis, to perform the functions and duties specified in the National City Municipal Code and the California Government Code, and to perform other legally permissible and proper duties and functions, commencing on May 22, 2022.

Section 3 Compensation.

A. Base Salary: Employer agrees to pay Employee an annual base salary of two-hundred forty thousand, two hundred and four (\$240,204), payable in installments at the same time that the other executive employees of the Employer are paid.

B. Employer agrees to pay Employee annual increases, as provided to managers or executives related to compensation or benefits as adjusted in February 2022. Employer agrees to pay Employee a 6.46% annual increase after year 1, for a new base salary of two-hundred fifty-five thousand, seven hundred nineteen (\$255,719), if the Employee receives an annual performance evaluation rating of satisfactory or above.

C. Beginning May 22, 2024, consideration shall be given on an annual basis to increase salary, based upon increases in the Consumer Price Index ("CPI"), as that term is defined at Government Code section 3511.1(b). Any increase in salary shall be dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement.

D. Deferred Compensation: Employer shall provide seven-thousand five-hundred (\$7500) annually to Employee's selected deferred compensation plan. This payment shall be made each May in years 2022 and 2023.

Section 4 Health, Disability and Life Insurance Benefits.

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1,200.00 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee. The Employer shall pay the amount of premium due for term life insurance in the amount of \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Vacation, Sick and Military Leave.

A. The Employee shall accrue sick and vacation leave and other paid leave on an annual basis at the rate provided to Executive employees.

B. The Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation and sick leave in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve leave time pursuant to state law and City policy.

Section 6 Monthly Vehicle Allowance.

The Employer agrees to pay to the Employee, during term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$9000.00 per year, payable at \$750.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater National City area. For purposes of this Section, use of the car within the greater National City area is defined as travel to locations within a 50 mile radius of the National City Civic Center.

Section 7 Retirement.

The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make the appropriate contributions on the Employee's behalf, for the required Employer share. Employee shall pay the entire employee share, which is 8% at this time and any changed rate during the term of this Agreement. Employee shall pay an additional 1% of the required Employer's normal cost share, in line with the retirement costs paid by other CalPERS classic plan member Executive employees.

Section 8 General Business Expenses.

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of California Cities, and such other national, regional, state and local governmental groups and committees in which Employee services as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.

4. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The

Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

6. The Employer shall provide Employee with a computer, software, fax/modem, and cell phone required for the Employee to perform the job and to maintain communication.

Section 9 Termination.

For the purpose of this Agreement, termination shall occur when:

1. The majority of the Employer's City Council votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the state or local law pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10 Severance.

The Employee is an at-will employee, serving at the pleasure of the Employer's City Council. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Council. In the event the Employee is terminated for cause, or voluntarily resigns his position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.

In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to one-half year's base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee.

In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section. If the Employee is convicted of a crime involving an abuse of office or position, then regardless of the term of the contract, if the Employee is terminated, any cash settlement, including severance, related to the termination received by Employee from Employer shall be fully reimbursed to the Employer.

Section 11 Resignation.

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 12 Performance Evaluation.

Employer may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13 Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, compatible with the normal business hours of the City of National City.

Section 14 Outside Activities.

A. Disclosure and Acknowledgement: Employee has disclosed and acknowledged one (1) outside activities (Stay Classy LLC). Should they present a conflict of interest or inability for City Manager to provide full service to the City, he will withdraw from such activities.

B. Notice and Consent: Employee shall give written notice to Council for Council's approval of any new outside activities of Employee.

Section 15 Indemnification.

In accordance with federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such cases, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim

must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, then Employee shall fully reimburse Employer for any funds provided for Employee's criminal defense, if any such funds were provided pursuant to or consistent with this Section. This paragraph shall not be construed as creating or implying an obligation by Employer to provide a criminal defense to Employee.

Section 16 Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17 Other Terms and Conditions of Employment.

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the National City Municipal Code, or any other law.

B. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed employees of the Employer as provided in the Municipal Code or by practice.

Section 18 Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor
City of National City
1243 National City Boulevard
National City, CA 91950-4301

EMPLOYEE: Bradford Raulston
[At the address of the
Employee's principal
residence]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 General Provisions.

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into

and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on May 22, 2022.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) 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

EMPLOYEE

By: _____
Alejandra Sotelo-Solis, Mayor



Bradford Raulston, City Manager

APPROVED AS TO FORM:

Charles E. Bell, Jr.
City Attorney

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, AUTHORIZING A TWO-YEAR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND BRADFORD RAULSTON FOR THE POSITION OF CITY MANAGER WITH AN ANNUAL BASE SALARY OF \$240,203.96, EFFECTIVE MAY 22, 2022

WHEREAS, on May 21, 2022 the current Employment Agreement between the City and Bradford Raulston for the position of City Manager will end; and

WHEREAS, City staff is recommending a new (2) two-year Employment Agreement, with similar terms and conditions to the previous contract and salary increases that are calculated using the same methodology as the proposed increases being provided effective February 8, 2022 to MEA, Confidential, Management, and other Executive employees.

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

SECTION 1: Bradford Raulston is hereby reappointed to the position of City Manager for the City of National City effective May 22, 2022 through May 22, 2024.

SECTION 2: In consideration of Mr. Raulston's acceptance of the reappointments made hereinabove, the City Council hereby approves the following employment terms and conditions:

- A. Commencement of Employment
May 22, 2022 is hereby designated as the date of re-commencement of Mr. Raulston's duties to serve as City Manager.
- B. Salary / Compensation
The annual base salary to be paid to Mr. Raulston for his services as City Manager shall be \$240,203.96 for year 1 and \$255,719 for year 2, annual Deferred Compensation of \$7,500, and \$750.00 per month for vehicle allowance payable in accordance with the City's customary payroll practices.
- C. Benefits
In addition to base salary, Mr. Raulston shall receive such other benefits as are provided to City Council-appointed officers of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

SECTION 3. The Mayor is hereby authorized to execute an Employment Agreement between the City and Bradford Raulston with an initial term of two years from May 22, 2022 through May 22, 2024. Said Agreement is on file in the office of the City Clerk.

Section 4: That 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 1st day of February, 2022.

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 City Attorney's request for authority to participate in the San Diego County Bar Association's Diversity Fellowship Program. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 2/1/ 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California approving City Attorney's request for authority to participate in the San Diego County Bar Association and the Association of Corporate Counsel – San Diego's ("SDCBA/ACC") Diversity Fellowship Program.

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

DEPARTMENT: City Attorney's Office

APPROVED BY: Charles E. Bell, Jr.

EXPLANATION:

The San Diego County Bar Association ("SDCBA") provides legal professionals with support to help them achieve their professional and personal career goals. SDCBA & the Association of Corporate Counsel – San Diego ("ACC") have joined together to create the Diversity Fellowship Program.

Created in 2009, the Program provides an opportunity for diverse, first year and part-time second year law students from ABA accredited law schools to learn and develop skills that are necessary to be successful in a law firm, corporate legal department, and public agency environments.

Additional information about the SDCBA/ACC Diversity Fellowship Program can be found on its website at the following web address: <https://www.sdcba.org/?pg=DiversityFellowship>.

FINANCIAL STATEMENT:

APPROVED: Mollyson **Finance**

ACCOUNT NO. 001-405-000-299-0000 (Contract Services)

APPROVED: _____ **MIS**

The costs to participate in the program will be \$8,250.00 (\$250.00 Administration Fee and \$8,000 for Compendation to the Diversity Fellow.)

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:

Staff recommends City Council approve the City Attorney's request for authority to participate in the SDCBA/ACC's Diversity Fellowship Program.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

- A. Presentation
- B. SDCBA/ACC Diversity Fellowship Program's Overview for Employers
- C. SDCBA/ACC Diversity Fellowship Program's FAQ for Employers
- D. SDCBA/ACC Diversity Fellowship Program Employer Agreement
- E. Resolution



SAN DIEGO COUNTY
BAR ASSOCIATION®

ACC AMERICA

Association of Corporate Counsel
San Diego Chapter



DFP

DIVERSITY FELLOWSHIP PROGRAM

WHAT IS DFP?

**Program created by the
San Diego County Bar Association
(SDCBA) and the
Association of Corporate Counsel
San Diego Chapter (ACC) to**

- Connects diverse students early in their legal education
- Introduce legal firms, corporate departments, and public agencies to talented diverse students

How are we different?

For Students:

* One application to get access to multiple employers!

* We look at candidates holistically

* We do NOT evaluate based on law school name/GPA

For Employers:

* SDCBA does the heavy lifting (review applications/vetting)

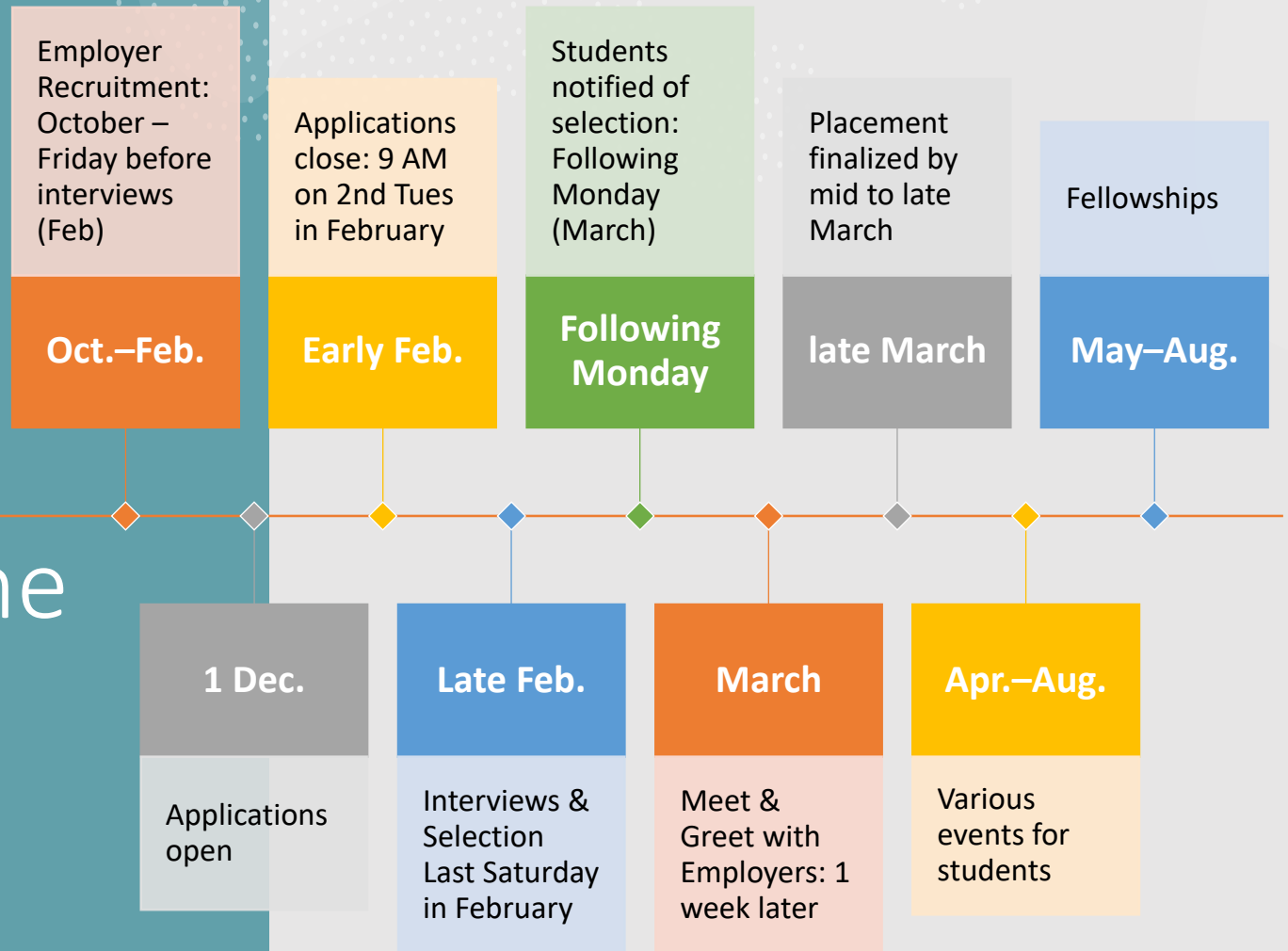
* Tangible way to do good and get amazing, diverse candidates

* Featured on SD Lawyer Magazine

DFP Basics

-
- * Diverse law students
-
- * Full-time 1Ls and part-time 2Ls
-
- * ABA-accredited law schools
-
- * 8-10 weeks
-
- * Paid full time (minimum \$20/hour)
-
- * Fellowships for the Summer

DFP Timeline



2022 Employers

Ames Karanjia, LLP

Atkinson,
Andelson, Loya,
Ruud & Romo, APC

Buchalter Law
Group*

Cozen O'Connor

Ferris & Britton,
APC

Fisher Phillips

Fonss &
Estigarribia, LLP*

Higgs Fletcher &
Mack, LLP

Horton, Oberrecht,
& Kirkpatrick*

Hughes & Pizzuto*

Klinedinst, PC

Paul Plevin Sullivan
& Connaughton,
LLP

Pettit Kohn, PC

Robbins Geller
Rudman & Dowd,
LLP

Schwartz
Semerdjian Cauley
& Evans*

Wingert Grebing

Becton, Dickinson
and Company –
Will take 2
students


Sempra Energy –
Will take 2
students

Sony Electronics,
Inc.

District Attorney's
Office, San Diego
County

Public Defender
Office, San Diego
County

Wilson Turner
Kosmo, LLP



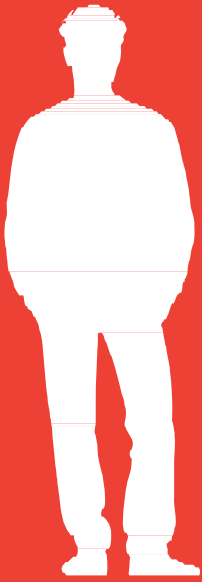
Contact
Information

Bhashini Weerasinghe
Director

SDCBA-ACC Diversity
Fellowship Program

bw@bhashinilaw.com

(619) 352-0519



SAN DIEGO COUNTY
BAR ASSOCIATION®

ACC AMERICA
Association of Corporate Counsel
San Diego Chapter

DIVERSITY FELLOWSHIP PROGRAM

PROGRAM OVERVIEW FOR EMPLOYERS



WHAT IS THE DIVERSITY FELLOWSHIP PROGRAM?

As part of our commitment to diversity, the San Diego County Bar Association (SDCBA) & the Association of Corporate Counsel - San Diego (ACC) have joined forces to bring you the Diversity Fellowship Program (Program).

Created in 2009, our Program provides an opportunity for diverse, first year and part-time second year law students from ABA accredited law schools to learn and develop skills that are necessary to be successful in a law firm, corporate legal department, and public agency environments and exposes law firms, corporate legal departments, and public agencies to qualified individuals who might not otherwise have come to your attention. Our Program is modeled after similarly successful programs in Sacramento, Puget Sound/Seattle, Cleveland, St. Louis, Columbus, Atlanta, and the Bay Area. The Program is not a recruitment tool, but an educational tool.

Our Program was created to: 1) Increase the number of diverse attorneys practicing in San Diego County law firms, corporate legal departments, and public sector agencies, by providing first year and part time second year law students with an opportunity to develop skills and make professional contacts through Fellowship opportunities at law firms, corporate legal departments, and public sector agencies; and 2) To assist San Diego County law firms, corporate legal departments, and public sector agencies in their efforts to recruit competent diverse attorneys by introducing them to qualified, diverse law students who may not have been selected for employment through traditional summer programs. In addition, employment of these students affords a diversity of ideas which enhances the quality of legal services that participating employers may provide their clients.

The diversity of San Diego population demands diverse lawyers. Helping to facilitate the development of practice skills in our diverse law students helps law firms, corporations, agencies, and our community at large.

WHAT'S IN IT FOR ME?

Plain and simple, diversity is good for business. Studies have shown that diverse companies outperform homogenous ones, relate better to and serve the needs of their clients, are more innovative and have better reputations in the community. By participating in the Program, employers are provided Fellows from diverse backgrounds who can contribute their life experiences, talents, and skills to your organization in a way that can be unique to the majority of your employed staff.

Please see our article in the San Diego Lawyer magazine located on our website at www.sdcba.org/diversityFellowship, which provides detailed insight from each of our participating employers about how the Program positively impacted and enriched their firm's strength and adaptability in an ever increasing diverse world.

WHAT IS THE TERM OF THE FELLOWSHIP?

The duration of the Program is eight to ten weeks during the summer. The start and end dates are set between the employer and their Fellow to make sure the dates work with schedules of both parties.

HOW QUALIFIED ARE THE FELLOWS?

All Fellows must be:

1. First year or part-time second year law students;
2. Diverse;
3. Enrolled in an American Bar Association (ABA) accredited law school; and
4. In good academic standing

A Committee evaluates the student applications based upon a number of factors, including, but not limited to the Fellow's:

1. Application;
2. Resume;
3. Writing Sample based on a prompt SDCBA provides;
4. Personal Statement;
5. Confirmation of Good Academic Standing by the Career Services Department of the law school attended;
6. Two letters of recommendation; and
7. In-person interview.

By the time a Fellow is selected into the Program, five to seven attorneys have reviewed the application and evaluated the student. We evaluate the Fellows in a holistic method with focus centered on the strength of the writing sample, personal statement, and interview skills, rather than grades alone. This is based on the idea that after completing one semester of law school, the Fellow's grades are not available and not the best indicator of the Fellow's potential for success.

Even though grades are not a required factor in choosing candidates for this Program, the purpose of the Confirmation of Good Academic Standing is to ensure that the Fellow will be enrolled in law school for the Fall semester and is not on academic probation and/or in danger of being removed from law school.

HOW MUCH OF MY TIME IS REQUIRED TO OBTAIN A FELLOW?

A wonderful facet of the Program is that the SDCBA handles all the legwork, so you do not have to. We understand your time is valuable, so we handle all the details including reviewing the candidates' applications, the interview process, and selecting the best Fellow for your organization.

The interview is conducted by a panel of two or three attorney interviewers from an SDCBA committee who ensure that interviews are conducted in a fair and equitable manner and in compliance with state and federal employment laws and best practices. All interviewers are required to ask candidates a minimum of five primary questions selected from a standardized question list and are permitted to ask additional follow up questions based on the responses provided by the candidates.

Interviewers discuss and accept the top candidates into the Program based on a number of factors including, but not limited to, (1) overall application strength, (2) interview skills, and (3) criteria given to the Committee by the participating employers. The selection committee will remain blind as to which law school the candidate attends throughout the selection process.

After the selection of Fellows, the participating employers are given copies of all of the application materials the Fellows submitted to SDCBA, and Fellows are invited to a reception with all of the employers (the Meet and Greet). After the reception, the participating employers have an opportunity to give their input on the candidates to the DFP Director, including preferences regarding the placement of potential Fellows.

The SDCBA then handles the final step of matching Fellows with employers that best fit their needs and cultural competencies. SDCBA makes every effort to match a Fellow to an employer that selected them for placement preference after the reception. In addition, the SDCBA takes into consideration that final Fellowship offers are fair and balanced among the candidates from all participating local law schools. The law school attended by the student shall not be known to employers prior to placement with the employer.

All final decisions regarding Fellowship offers and placements are the sole discretion of the SDCBA.

WHO TO TELL THE SPECIAL CRITERIA AT OUR WORKPLACE?

Upon joining the Program, you are welcome to provide us with your preferences and criteria regarding your ideal Fellow. We will take these items into consideration when placing a Fellow in your organization. You can email the DFP Director, Bhashini Weerasinghe at bw@bhashinilaw.com and/or call her at (619) 352-0519.

ONCE WE HAVE A FELLOW, WHAT ARE OUR RESPONSIBILITIES?

Success of the Program will depend, in large part, on the extent to which the Fellow is completely submerged in the law firm, corporate legal department, or public sector agency, which includes their involvement and participation in social activities of the employer. We encourage employers to incorporate your Fellow into the organization in the same manner and to the same extent as first year summer clerks.

In addition, employers are encouraged to ask attorneys to devote appropriate attention and to provide supplemental support to the Fellows; it is anticipated that this process will be informal. Whenever possible, each Fellow should be assigned a mentor attorney who will be asked to closely follow the Fellow's progress and to assure that he/she/they are in the mainstream of activities.

Upon conclusion of the fellowship, your Fellow should receive an exit interview with the employer.

DO I HAVE TO PAY THE FELLOW?

Yes. Each participating employer is requested to compensate their Fellow at a minimum rate of \$20 per hour¹ and is responsible for complying with all applicable federal and state wage, hour and employment laws.

¹ County employers, in accordance with their policies, they may pay \$19.79.



No matter how many years of legal experience we may have under our belts, it's refreshing to experience the eagerness of these fellows and their commitment to practicing law. This helps keep the rest of us invigorated and mindful of why we chose this career.

John Alessio
Managing Partner - Procopio, Cory, Hargreaves & Savitch, LLP

WHAT ARE THE EXPECTATIONS OF FELLOWS DURING THEIR FELLOWSHIP WITH US?

Time Commitment. The Program is intensive and requires the full-time commitment of the Fellows. Upon acceptance of a Fellowship position, Fellows may not solicit nor accept employment of any kind for the Fellowship period. Upon acceptance of a Fellowship, participants agree to complete the Program in its entirety.

Professionalism & Integrity. Upon acceptance of a Fellowship position, Fellows agree to conduct themselves in the highest level of professionalism, honesty, and integrity. Fellows are required to act ethically and uphold the reputation of the profession. Fellows should take pride in their work and strive for excellence in fulfilling the employer's provided roles and responsibilities in line with the employer's values and core competencies.

Attendance at Program Events. The Program includes events intended to enhance the Fellowship experience for all participants including a reception at the commencement and conclusion of the Program; educational seminars covering a variety of topics such as time management, professionalism in the workplace, networking, creating mentoring relationships and/or other topics relevant to professional development and advancement. Each Fellow is expected to participate in these events.

Employer Specific Requirements. Some participating employers may have additional requirements to meet such as minimum GPA and/or require Fellows to submit to and pass a background check, drug test, or conflicts of interest check prior to accepting the Fellow's employment.

HOW DO I PARTICIPATE IN THE PROGRAM?

If you are interested in participating in Program, please contact DFP Director, Bhashini Weerasinghe at bw@bhashinilaw.com and/or call her at 619.352.0519. Each participating employer will be given an Employer Agreement to sign. There is also an administrative fee of \$250 to cover administration costs associated with the Program. You can also visit our website, www.sdcba.org/diversityFellowship, for more information.

CAN I PROMOTE THIS PARTNERSHIP?

Yes. We encourage you to promote your partnership with the Program and your pledge to diversity in the community.

WHAT IF I WANT TO RETAIN THE FELLOW AFTER THE PROGRAM?

Great! While employers participating in the Program are not expected to extend an offer beyond the fellowship, employers are welcomed to do so following the completion of the Fellowship term. Whether the participating employer makes an offer of employment after the Program or if the Fellow accepts is a decision for the participating employer and Fellow. SDCBA/Program has no expectations for either party. We have had employers extend offers to continue after the fellowship to stay on as law clerks.

CAN I BILL TIME FOR THE FELLOW?

Yes. A Fellow's billable time should be treated in the same manner as any employed law clerk working for your organization at the hourly billing rate of your choosing.

WHAT DO I DO IF I HAVE AN ISSUE WITH THE FELLOW?

We want this to be a great opportunity and an enriching experience for both the Fellow and the employer. If any issues arise at any time with your Fellow that cannot be handled internally, the SDCBA has assigned the DFP Director as an ombudsperson to this Program who is available for any reason. You can reach the DFP Director, Bhashini Weerasinghe at bw@bhashinilaw.com or (619) 352-0519.

WHAT ABOUT COVID-19?

There is a possibility that due to Covid-19, California will remain in a partially shut-down phase during the Summer 2022. As an employer, you are agreeing to hire the Fellow for in-person or potentially remote/virtual work, or combination of the two.

WHAT IS THE PROGRAM OVERSIGHT STRUCTURE?

The DFP Director, as the point person for this Program, works closely with SDCBA staff, Chairs of the Committee on Diversity and Inclusion (formerly ERDC), and DFP Committees to carry out the various aspects of the Program. The DFP Director regularly submits reports on Program matters to SDCBA's Committee on Diversity and Inclusion (CDI) comprised of representatives from diverse bar associations around the County; as well as SDCBA's Executive Director and Board of Directors.

DFP Committees include Application Review Committee and Interview Committee, among others. These Committees are comprised of volunteer attorneys from SDCBA Board, CDI, and other attorney members of the legal community.

DFP Director also keep ACC San Diego Chapter apprised of the Program on a quarter-annual basis.



Increasing diversity in our profession is of utmost importance. We have an obligation to reflect our community and represent our clients to the best of our ability. A diversity initiative or program is a key component of that objective.

Patricia Hollenbeck
Partner - Duane Morris, LLP



DFP

DIVERSITY FELLOWSHIP PROGRAM

EMBRACING DIVERSITY & CLOSING THE GAP IN THE LEGAL PROFESSION

Frequently Asked Questions by Employers

1. What is the purpose of the Program?

The main purpose of the Program is to increase diversity in the legal community by giving diverse students a leg up on the competition in order to level the playing field. The students in the Program begin to learn skills that are beneficial for working in the legal field and build a network of contacts that will help them in the future. Law firms, corporate legal departments, and public agencies get an opportunity to work with a qualified person with diverse background and can bring a diverse perspective which can enhance the quality of legal services provided to your clients.

2. Is there a fee associated?

Yes. We ask each employer to pay a \$250 fee each year to participate in the Program. The fee should be submitted to SDCBA along with the signed Employer Agreement.

3. How much should we pay our Fellows?

We request the employers pay the Fellows a minimum of \$20/hour.¹

4. Will we be able to meet the students and give input before they are placed with our office?

Yes. We hold a reception (the Meet and Greet) after the Fellows are selected and before placement. Prior to the reception, employers will be sent all of the application materials we received from each Fellow. At the reception, employers have an opportunity to meet each Fellow and provide SDCBA with a specified number of Fellows they prefer to be matched to their office. We take this into consideration when placing Fellows.

5. We have certain criteria that we look for in good candidates for our office. Would that be taken into consideration?

Yes. We ask that any particular criteria are sent to the Program Director via email at least a week before the interviews take place. Please keep in mind that we do not consider grades for this Program, although all Fellows will be in Academic good standing.

6. Is there a set start date for the Fellows to begin working at my office?

No. The Program lasts 8 – 10 weeks during the Summer. The start and end dates are set between the employer and their Fellow to make sure that the dates work with schedules of both parties.

7. Is this a part-time or full-time position?

The fellowship positions are full-time positions; 40 hours/week.

8. Is this an in-person or remote/virtual position?

The fellowship may be in-person or remote virtual work, depending on the circumstances especially with Covid-19.

9. Our office has our own new hire process, including background checks and/or drug tests. Is that a problem?

No. All applicants to the Program know that if they are hired, they must go through the employer’s hiring process, including background checks and/or drug tests, if necessary. The Fellows are your employees, therefore, they should go through the same processes as your other employees and summer associates, if you have any. We ask that you let the DFP Director know of the hiring process prior to the Meet and Greet.

10. How do I sign up?

All information can be found on our website at www.sdcba.org/diversityfellowship or you may contact, DFP Director, Bhashini Weerasinghe at bw@bhashinilaw.com or (619) 352-0519 to express your interest and/or to ask any questions you may have regarding participation in the Program.

¹County employers, in accordance with their policies, can pay \$19.79 per hour.



EMPLOYER AGREEMENT

The below signed signatory (Employer) and San Diego County Bar Association (SDCBA) hereby enter into this agreement to participate in the 2021-2022 Diversity Fellowship Program (Program). SDCBA reserves the right to determine whether the Employer is accepted as a Participating Employer for the current Program year as outlined below.

1. Program Eligibility for Student Participants

Employer understand that any member of a diverse¹ group, who is a 1L or part-time 2L at an American Bar Association (ABA) accredited law school, with preference given to students who attend San Diego County law schools, will be eligible to participate in the Program.

2. Selection and Placement of Fellows

The Employer understand that the following process will be used by SDCBA to select and place Fellows for the Program:

- a. The SDCBA will provide information to the law schools to present the Program to eligible students.
- b. Students will be advised that they should expect to be compensated at minimum of \$20.00² per hour.
- c. The SDCBA will review all applications to ensure they are complete and all eligible applications will be sent to a program review committee who will determine the applicants to be interviewed.
- d. General selection criteria have been established by the Program and will be utilized by the interview committee established by the SDCBA.
- e. Interviews will be conducted in one day by the interview committee; which may be virtual.
- f. Members of the interview committee will make the final determination regarding the individuals who are selected to participate in the Program based on the application review, the interview, and consideration of the preferences disclosed to the DFP Director by the participating employers prior to the interviews.
- g. A “meet and greet” reception will be held after the “interview day” including all of the employers and the Fellows selected for a DFP Placement; this event may be virtual. This will provide the employers with an opportunity to provide input on placement preferences. The law school each Fellow attends will not be known by the employers prior to placement.
- h. The Program shall assign Fellows to a participating employer.
- i. Selected Fellows shall have one week after notification to return a letter of acceptance.
- j. After selections are made and placements accepted, the employers will be notified of the placement.
- k. Fellows shall participate in an orientation program and various events hosted by SDCBA during the Summer.

¹ Diverse means all underrepresented classes including, not limited to, ethnicity, gender, physical disability, military service or relationship, family and socioeconomic background, and sexual orientation.

² County employers, in accordance with their policies, will pay \$19.79.

3. Participating Employer Responsibilities

Law firms, corporate legal departments, and public sector agencies (Employers) may sign up to participate in the Program and agrees to the following:

- a. Employers are subject to approval by SDCBA, which reserves the right to determine if an Employer will be accepted as a Participating Employer for the current Program year. If SDCBA decide not to accept the Employer for the current Program year, such Employer will be notified within a reasonable period of time.
- b. Participation – Participating Employers agree to employ a Fellow in their San Diego office by agreeing to the terms of this Employer Agreement. The employment may be in-person or remote virtual work. Each Participating Employer will have the option to identify qualifying/disqualifying criteria and/or identify a preferred student for their office. Every effort will be made to accommodate the requests and comments of a Participating Employer.
- c. Compensation – Each Participating Employer is required to compensate their assigned Fellow(s) at minimum of \$20.00³ per hour. Each Participating Employer will be responsible for complying with all applicable federal and state wage and hour laws.
- d. Training – Fellows are expected to participate in the same manner as any training program for students which is normally conducted by the Participating Employer. In addition, Participating Employers are encouraged to ask attorneys in their office to devote appropriate attention to provide supplemental support, guidance, and mentorship to the Fellow(s); it is anticipated that this process may be informal. Success of the Program will depend, in large part, on the extent to which the Fellow is completely submerged in the Participating Employer’s office; that is, his/her/their work involvement and participation in social activities of the Participating Employer’s office are expected to be identical to that of any summer clerk(s) of that office.
- e. Monitoring – Whenever possible, each Fellow should be assigned an attorney who will be asked to closely follow the Fellow’s progress and to assure that he/she/they are in the mainstream of activities.
- f. Second-year Fellowship Opportunities – Whether the Participating Employer makes an offer of employment after the Program and/or if the Fellow accepts is a decision for the Participating Employer and Fellow. SDCBA has no expectations for either party.
- g. Exit Interviews – Each Fellow shall receive an exit interview with an individual selected by his/her/their Participating Employer. The Employer’s designee shall convey to the Fellow as highly detailed evaluation as possible.
- h. Fees – Each Participating Employer agrees to pay \$250 to SDCBA to participate in the Program, which is due with this Employer Agreement. The SDCBA will be responsible for keeping track of who sent in payment and for sending invoices to the employers that need to pay the fee.
- i. The SDCBA may provide feedback to Participating Employers and Fellows throughout the Program.

Employer hereby agrees to the foregoing and to participate in the SDCBA-ACC Diversity Fellowship Program by hiring a Fellow for the Summer of 2022.

Date

Signature of Employer

Firm/Office Name

Print Name:

SDCBA Use Only

Acceptance of Employer: YES NO

³County employers, in accordance with their policies, will pay \$19.79.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING CITY ATTORNEY'S REQUEST FOR AUTHORITY TO PARTICIPATE IN THE SAN DIEGO COUNTY BAR ASSOCIATION'S AND THE ASSOCIATION OF CORPORATE COUNSEL – SAN DIEGO'S ("SDCBA/ACC") DIVERSITY FELLOWSHIP PROGRAM

WHEREAS, the San Diego County Bar Association ("SDCBA") supports legal professionals to help them achieve their professional and personal career goals; and

WHEREAS, the SDCBA and the Association of Corporate Counsel – San Diego ("ACC") have joined together to create the Diversity Fellowship Program ("Program"); and

WHEREAS, the Program provides an opportunity for diverse, first-year and part-time second-year law students from ABA-accredited law schools to learn and develop skills that are necessary to be successful in a law firm, corporate legal department, and public agency environments; and

WHEREAS, the City of National City supports efforts to increase the number of diverse, first-year, and part-time second-year law students from ABA-accredited law schools to learn and develop necessary skills to be successful in a law firm, corporate legal department, and public agency environments.

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

Section 1: The City Council hereby approves the City Attorney's request for authority to participate in the San Diego County Bar Association and the Association of Corporate Counsel – San Diego's ("SDCBA/ACC") Diversity Fellowship Program.

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 1st day of February, 2022.

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: [District Elections Process and Community Outreach Overview. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 1, 2022

AGENDA ITEM NO.

ITEM TITLE:

District Elections Process and Community Outreach Overview (City Clerk)

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

DEPARTMENT: City Clerk's Office

PHONE: (619) 336-4225

APPROVED BY: *Shelley Chapel*

EXPLANATION:

On December 21, 2021, the City Council voted to change the way the City Councilmembers are elected, transitioning to district based elections for the four City Councilmember seats. The Mayor would remain elected at-large. This transition requires that the City create districts and adopt a boundary map. The City has partnered with a consultant, Redistricting Insights, to utilize 2020 Federal Census data to determine district options for consideration. The City will also work collaboratively with Falcon Strategies to engage the community and distribute information in multiple languages to ensure participation from all segments of the community.

The community is encouraged to participate in a series of five public meetings (see Attachment A for schedule), which will include four Public Hearings and one Community Workshop and Informational Session. Due to the COVID Pandemic all meetings will be held via Zoom. Staff has also created a District Elections webpage on the City website at www.nationalcityca.gov/government/redistricting to provide updated information throughout the process.

At the February 5th Community Workshop, the demographer will explain the districting process, provide mapping tool training, and solicit feedback from the public. The community is encouraged to get involved and attend a public hearing. The public can also submit draft maps for consideration. Public input helps to ensure representation and identify what issues are most impactful to your community.

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:

Receive and File.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

Attachment A – Information provided on City Districting page of City website.

City of National City District Elections

Mapping National City's Voting Districts

Page Translation in Espanol | Filipino

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. Assembly Bill 849 (2019) requires cities and counties to engage communities in the districting process by holding public hearings and/or workshops and conducting public outreach, including to non-English-speaking communities.

On December 21, 2021, the National City Council voted to change the way City Council members are elected, transitioning from at-large elections for City Council members, creating districts within the city and adopting a district boundary map. The City of National City is beginning the districting process using the 2020 federal census data. Several public hearings will be held from January through early 2022. The final map will incorporate the public's input and will define the four City district boundaries. The district boundary lines will impact how residents elect their council members for the next 10 years.

In spring, 2022, the final district boundary map will be presented to the City Council for adoption.

Districting Public Hearing/Workshop Dates (subject to change)

FEBRUARY

Thursday, February 3, 2022 @ 6 pm to 8 pm Public Hearing #1 DISTRICTING 101

Location: National City Virtual City Council Meeting

- Legal Noticing
- Agenda
- Minutes
- Deadline: Register to Speak or Interpretation Services is 4:00 p.m.
- Deadline: Submit Written Comment is 4:00 p.m.

Saturday, February 5 @ 10 am to 12 pm (noon) – Community Workshop/Information Session

Location: National City Virtual City Council Meeting

- Legal Noticing
- Agenda
- Minutes
- Deadline: Register to Speak or Interpretation Services is 8:00 a.m.
- Deadline: Submit Written Comment is 8:00 a.m.

Tuesday, February 22 @ 3 pm to 4 pm Public Hearing #2 INTRODUCTION OF MAPS

(Intro of maps from demographer and community)

Location: National City Virtual City Council Meeting

- Legal Noticing
- Agenda
- Minutes
- Deadline: Register to Speak or Interpretation Services is 1:00 p.m.
- Deadline: Submit Written Comment is 1:00 p.m.

MARCH

Saturday, March 5 @ 9:30 am to 10:30 am Public Hearing #3 ADDITIONAL VETTING OF POTENTIAL MAPS

Location: National City Virtual City Council Meeting

- Legal Noticing
- Agenda
- Minutes
- Deadline: Register to Speak or Interpretation Services is 8:00 a.m.
- Deadline: Submit Written Comment is 8:00 a.m.

Tuesday, March 15 @ 4 pm to 5 pm Public Hearing #4 ADOPTION OF DISTRICT MAP

Location: National City Virtual City Council Meeting

- Legal Noticing
- Agenda
- Minutes
- Deadline: Register to Speak or Interpretation Services is 2:00 p.m.
- Deadline: Submit Written Comment is 2:00 p.m.

WHAT IS REDISTRICTING

Every ten years, districts must be redrawn so that each district is substantially equal in population. This process, called redistricting, is important in ensuring that each city councilmember represents about the same number of constituents. In City of National City, the City Council is responsible for drawing council districts. Redistricting is done using U.S. Census data, which was released mid August, 2021. For the City of National City, the redistricting process must be completed in the spring of 2022.

WHY DOES REDISTRICTING MATTER TO ME?

Redistricting determines which neighborhoods and communities are grouped together into a district for purposes of electing City Council members.

HOW DO I GET INVOLVED?

The City Council will seek input in selecting the next district map for our City Council. You have an opportunity to share with the City Council how you think district boundaries should be drawn to best represent your community. Share your thoughts, draw a map, attend an upcoming workshop or public hearing to get involved, or submit written testimony about the process to clerk@nationalcityca.gov

The schedule of meetings are posted on the redistricting webpage and hearings and workshops will have Spanish interpretation available.

Upcoming meetings and information will also be included in these city communications resources:

- Online City of National City News Center
- City of National City online calendar
- City of National City social media platforms

WHAT CRITERIA WILL CITY COUNCIL USE WHEN DRAWING DISTRICT LINES?

To the extent practicable, district lines will be adopted using the following criteria:

- geographically contiguous districts (each city council district should share a common border with the next),
- the geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division,
- geographic integrity of the city shall be respected in a manner that minimizes its division,
- easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.), and
- lines shall be drawn to encourage geographic compactness. In addition, boundaries shall not be drawn for purposes of favoring or discriminating against a political party.

WHAT IS THE PROCESS?

The City has hired a demographic consultant from Redistricting Insights to draft district maps based on the community's input for consideration according to the requirements of the Federal Voting Rights Act and CA Voting Rights Act. Residents will also have the opportunity to draw and submit maps for consideration. Draft maps will be posted on this webpage prior to the public hearing at which they will be reviewed and considered. In Spring 2022, the City Council will adopt the final district map.

DRAW MAP

Draw a Map - Coming Soon!

Paper-only maps for those without internet access or who prefer paper.

Tools needed:

- Public Participation Kit – Paper Map w/ Population Count (English)
 - Public Participation Kit – Paper Map w/ Population Count (Español)
 - Alternatively, submit any form of hand-drawn map that identifies street names.
-

Submit a Map

Submit maps to clerk@nationalcityca.gov. After you submit your map, the demographic consultants will generate the population and other demographic details for your proposed map.

It is helpful if you submit written comments with your map describing how your map was drawn to meet the required criteria. An example of this would be describing the specific neighborhoods or communities of interest that are kept within a single district.

INTERACTIVE REVIEW MAP

Interactive Review Map - Coming Soon!

This tool is used to review, analyze, and compare maps, not to create them. Zoom in and out on map boundaries, view population counts/ID#s, and view draft maps (once the draft maps are released). Similar to Google Maps in ease of use.

- [click here for an interactive District Boundary Map](#) (map not available yet)

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 # ____
02/01/22

City Manager Report

(City Manager)