



AGENDA

Consolidated Regular Meeting

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

Alejandra Sotelo-Solis, Mayor
Marcus Bush, Vice-Mayor
Jose Rodriguez, Councilmember
Ron Morrison, Councilmember
Mona Rios, Councilmember

Brad Raulston, City Manager
Barry J. Schultz, Interim City Attorney
Luz Molina, City Clerk
Mitchell Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meeting and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours prior to the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via Zoom. [Recording of Meetings](#) are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those [wishing to speak on items](#) on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk prior to the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

If you wish to submit written comment [email](#) to the City Clerk's Office at least 2 hours prior to the City Council Meeting to allow time for distribution to the City Council.

Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

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



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 2 horas antes de la Reunión del Concejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un medicamento o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.



AGENDA

Consolidated Regular Meeting

Tuesday, August 2, 2022, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. PUBLIC COMMENT

In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

5. PRESENTATION (Limited to Five (5) Minutes each)
 - 5.1. Presentation of 2022 Miss National City and Court
 - 5.2. Presentation - Artist Francisco Morales
6. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)
7. CONSENT CALENDAR

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

- 7.1. Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda

7.2. [Approval of City Council Meeting Minutes](#)

7.3. [Agreement with Chandler Asset Management, Inc. for Investment Management and Investment Advisory Services](#)

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California authorizing the Mayor to approve the agreement by and between the City of National City and Chandler Asset Management, Inc. for Investment Management and Investment Advisory Services."

7.4. [CalRecycle SB 1383 Grant – Funds Appropriation](#)

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California, (1) Ratifying Acceptance of Funds in the Total Amount of \$89,461, Awarded to the City of National City from the SB 1383 Local Assistance Grant Program from the California Department of Resources Recycling and Recovery (CalRecycle) to Implement Regulation Requirements Associated with SB 1383, and; (2) Authorizing the Acceptance of the SB 1383 Local Assistance Grant Program Funds for \$89,461, and the Establishment of Corresponding Expenditure Budget."

7.5. [Acceptance of Ocean Protection Council Proposition 1 Grant, Authorizing City Manager to Execute Grant Agreement, and Establish Grant Fund Appropriation.](#)

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California (1) Accepting the Ocean Protection Council Proposition 1 Grant; (2) Authorizing the City Manager or Designee to Execute the Grant Agreement for the Paradise Creek Wetland and Park Site Project in the amount of \$957,000; and (3) Approving the Establishment of an Engineering Grant Funds Appropriation of \$957,000 and Corresponding Revenue Budget to Allow for Reimbursement of Eligible Project Expenditures."

7.6. [Devaney Pate Morris & Cameron, LLP 1st Amendment to the Agreement](#)

Adopt Resolution amending the Agreement between National City and Devaney Pate Morris & Cameron, and authorize the City Manager to execute the first amended Agreement.

7.7. [Pedestrian Safety Enhancements Project \(PSA\) No. Z44](#)

Recommendation:

Adopt a Resolution entitled, Resolution of the City Council of the City of National City, California, authorizing the Mayor to 1) Execute the State-Aid Master Agreement; and 2) Execute Program Supplement Agreement (PSA) No. Z44 with the State of California Department of Transportation (Caltrans) for the Pedestrian Safety Enhancements Project to allow for reimbursement of up to \$60,000 in Eligible Project Expenditures through the Highway Safety Improvement Program (HSIP); and 3) authorizing the establishment of an Engineering Grants Fund Appropriation of \$60,000 and Corresponding Revenue Budget.”

7.8. [Rescinding and Replacing City Council Resolution No. 2022-78, and revising SB1 Road Maintenance and Rehabilitation account Projects and Appropriations.](#)

Recommendation:

Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Rescinding and Replacing Resolution No. 2022-78, adopted on May 17, 2022, to include the schedule and estimated useful life of each of the projects previously approved by said resolution and as required by Caltrans.”

7.9. [Notice of Decision – Planning Commission Approval of a Conditional Use Permit for the Operation of a Tobacco Specialty Business located at 120 National City Blvd. \(Case File No.: 2022-14 CUP\)](#)

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

7.10. [Authorize the Acceptance of the Parks Pass 2022 Library Program Grant.](#)

Approve the Resolution entitled, “Resolution of the City Council of the City of National City California, Authorizing the Acceptance of the Parks Pass 2022 Program Grant in the Amount of \$4,375.50 from the California State Library to Fund Library Parks pass Programs and Authorizing the Establishment of a Library Grants Fund Appropriation of \$4,375.50 and Corresponding Revenue Budget.”

7.11. [FY2021 UASI Grant](#)

7.12. [Biennial Review and Adoption of Resolution Amending the National City Conflict of Interest Code.](#)

7.13. [Investment transactions for the month ended May 31, 2022.](#)

- 7.14. [Warrant Register #47 for the period of 5/20/22 through 5/26/22 in the amount of\\$1,160,810.01.](#)
- 7.15. [Warrant Register #48 for the period of 5/27/22 through 6/02/22 in the amount of\\$2,661,378.94.](#)
- 7.16. [Warrant Register #49 for the period of 6/03/22 through 6/09/22 in the amount of\\$498,455.34.](#)
- 7.17. [Warrant Register #50 for the period of 6/10/22 through 6/16/22 in the amount of\\$2,800,375.51.](#)
- 7.18. [Warrant Register #51 for the period of 6/17/22 through 6/23/22 in the amount of\\$449,614.08.](#)
- 7.19. [Warrant Register #52 for the period of 6/24/22 through 6/30/22 in the amount of\\$1,995,234.08.](#)

8. STAFF REPORTS

- 8.1. [Public Meeting Protocols – In-Person and Teleconference Meetings](#)
- 8.2. [Accept the Certification of Sufficiency of Initiative Petition Entitled, “National City Special Parcel Tax for Streets and Parks.”](#)

9. CITY MANAGER REPORT

10. ELECTED OFFICIALS REPORT

11. CITY ATTORNEY REPORT

12. ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - August 16, 2022 - 6:00 p.m. - Council Chambers - National City, California.

Item # ____
08/02/22

**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)



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, Deputy City Clerk
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Approval of City Council Meeting Minutes

RECOMMENDATION:

Approve and File.

BOARD/COMMISSION PRIOR ACTION:

None.

EXPLANATION:

Meeting Minutes:

April 19, 2022 Budget Workshop

April 19, 2022 Closed Session

April 19, 2022 City Council and Housing Authority Regular Meeting

May 3, 2022 City Council and Housing Authority Regular Meeting

FINANCIAL STATEMENT:

None.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Minutes



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

April 19, 2022

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.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 4:03 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Aguirre, Brennan, Barrera, Barra, Gilman, Navarro, Pehau, Ryan, Tellez, Valadez, Vergara, Yano

Consultant: Susana Villegas

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

PLEDGE OF ALLEGIANCE TO THE FLAG

None

PUBLIC COMMENT

None

1. BUDGET WORKSHOP/FISCAL YEAR 2023 BUDGET PRESENTATION

- ❖ Introduction and Overview
- ❖ Strategic Planning
- ❖ City Priorities
- ❖ Preliminary Financial Forecast and Historical Trends
- ❖ Fiscal Year 2022-2023 Preliminary Budget (FY July 2022–June 2023)
- ❖ Capital Improvement Program (CIP) 5- year plan
- ❖ Closing Comments, Next Steps, and Request for Direction
- ❖ Public Comment
- ❖ City Council Comments and Direction

A PowerPoint presentation was provided and is available on the City website.

City Executives reported on key points of focus for each department.

Director Brennan provided the overview of the Fiscal Year 2022-2023 Preliminary Budget.

Director Yano provided an overview and PowerPoint presentation on the Capital Improvement Program (CIP) 5- year plan. Susana Villegas of Falcon Strategies provided a report on the Together We Plan outreach on City projects.

City Manager and Department Directors addressed questions from members of the City Council.

Public Comment: None.

Council directed Staff to return to a future meeting with the following items:

City Councilmember Rodriguez absent from virtual meeting via video 5:09 p.m. to 5:13 p.m.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Rios, to approve Staff recommendations to return the “City Council Decision Items” with more information for discussion.
Motion passed by unanimous vote.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to add the following three (3) budget items under General Fund and for Staff to return with more information for discussion:
* Environmental Justice/Climate Action/Healthy Communities Planning staff Person
* Homelessness staff person
* Discuss Fire and PD Explorer Programs/Building a Pipeline for Recruitment
Ayes: Rodriguez, Bush, Sotelo-Solis
Nays: Morrison, Rios
Motion passed by 3-2 vote.

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Bush, to add the following three (3) budget items under General Fund and for Staff to return with more information for discussion:
* Tree trimming assistance
* Support for Building Permit Department
* Security at Parks
Ayes: Rodriguez, Bush
Nays: Morrison, Rios, Sotelo-Solis
Motion failed by 2-3 vote.

ACTION: Substitute Motion by Councilmember Rodriguez, seconded by Vice-Mayor Bush, to remove the selection “Las Palmas Park: New Yoga and Fitness Lawn” and to replace it with the selection “Citywide: Small Business and Nonprofit Micro-Grants” on list of Recommendation for Uncommitted \$3 Million ARPA Funds.
Ayes: Rodriguez, Bush
Nays: Morrison, Rios, Sotelo-Solis
Motion failed by 2-3 vote.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to remove the selection “Las Palmas Park: New Yoga and Fitness Lawn” and to replace it with the selection “Citywide:

Fast and Free Broadband Internet as all City Parks” on list of Recommendation for Uncommitted \$3 Million ARPA Funds.

City Manager Raulston commented that Staff is pursuing other sources of funding for internet services at city parks.

Councilmember Rios rescinded her motion.

ARPA Funds:

- Kimball Park: New Dog Park and Lighting – Passed 5-0
- Las Palmas Park: New Pool Splash Pad and Children’s Area – Passed 5-0
- Citywide: New Homeless Services Equipment – Passed 5-0
- Las Palmas Park: New Dog Park – Passed 5-0
- Las Palmas Park: New Yoga and Fitness Lawn – Passed 3-2 with Rodriguez, Bush voting No
- Citywide: Cultural Asset Improvements – Passed 5-0
- Paradise Creek Educational Park: Restrooms – Passed 5-0

A copy of the preliminary budget is available for public review at the following location:

- <http://www.nationalcityca.gov/government/city-clerk/agendas-minutes>

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 held Tuesday, April 19, 2022 at the conclusion of the Budget Workshop via teleconference.

The meeting adjourned at 6:38 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 2, 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**

April 19, 2022

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 6:50 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, Barrera, Yano, Aguirre, Palma, Valadez, Ryan, Gilman, Meteau, Vergara, Parra, Lopez, Gutlay, Tellez.

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 three (3) minute per comment and introduced City Clerk Molina.

Eight (8) spoken comments were registered and heard: Barbara Gordon, Becky Rapp, Peggy Walker, Carol Green, Rudy Garza, Yvonne Diaz-Thomas, Jose Lopez, and Victor Valle.

Two (2) written comments were received and read: H. Bradley Bang and Jose Franco Garcia.

PROCLAMATIONS AND CERTIFICATES

1. Fair Housing Month Proclamation.

Mayor Sotelo-Solis introduced Estela de Los Rios who received the honor and provided remarks. Received and filed.

AWARDS AND RECOGNITIONS - No agenda items.

PRESENTATIONS - No agenda items.

INTERVIEWS / APPOINTMENTS - No agenda items.

REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Rios provided a report on the Sweetwater Authority.

CONSENT CALENDER

Public Comment: *(taken out of order)*

One (1) verbal comment was registered and heard concerning Item 5: Charles Cole.

ACTION: Motion by Vice-Mayor Bush, second by Councilmember Morrison, to approve the Consent Calendar Items 2 – 9.

Motion carried by 5-0 vote.

2. Approved 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.
3. Adopted Resolution No. 2022-56. Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications (“RFQ”) for legal services for the Community Development Commission – Housing Authority of the City of National City.
4. Adopted Resolution No. 2022-57. Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Fortel Traffic, Inc. for a not-to-exceed amount of \$199,802.25 to provide and install solar speed feedback signs with flashing beacons citywide.
5. Adopted Resolution No. 2022-58. Resolution of the City Council of the City of National City, California authorizing the extension of red curb “No Parking” for the bus stop located north of E. 4th Street and east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop (TSC No. 2022-01).
6. Adopted Resolution No. 2022-59. Resolution of the City Council of the City of National City, California authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 39 E. 5th Street (TSC No. 2022-03).

7. Received and Filed. Investment transactions for the month ended February 28, 2022.
8. Ratified Warrant Register #36 for the period of 3/04/22 through 3/10/22 in the amount of \$1,536,644.35.
9. Ratified Warrant Register #37 for the period of 3/11/22 through 3/17/22 in the amount of \$599,280.12.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

10. Adopted Resolution No. 2022-60. Public Hearing and Adoption of a Resolution regarding a Conditional Use Permit for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 'B' Avenue. (Applicant: Amar Harrag) (Case File 2021-27 CUP).

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

Principal Planner Reeder provided a report and PowerPoint presentation. The applicant, Amar Harrag, provided a statement. Mr. Reeder and Mr. Harrag addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 7:52 p.m.

Public Comment:

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

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Bush, to close the Public Hearing at 7:53 p.m.

Motion passed by 5-0 vote.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to adopt the Resolution with amendment to change the hours of operation to Sunday–Thursday 11 a.m. to 9 p.m. and Friday–Saturday 10 a.m. to 10 p.m.

Motion passed by 5-0 vote.

11. Adopted Resolution No. 2022-61. Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, adopting the fiscal year 2022-2023 Master Fee Schedule.

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

Mayor Sotelo-Solis introduced Administrative Services Director Brennan who provided the report and PowerPoint Presentation. Director Brennan addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 8:08 p.m.

Public Comment: None.

ACTION: Motion by Vice-Mayor Bush, seconded by Councilmember Morrison, to close the Public Hearing at 8:09 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

Public Comment taken out of order due to technical issues for Item 5. Charles Cole in opposition.

12. Public Hearing and Introduction of an Ordinance of the City of National City Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City.

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

Mayor Sotelo-Solis introduced Director of Housing Authority Aguirre who provided the report.

Mayor Sotelo-Solis declared the Public Hearing open at 8:18 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 8:19 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

13. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee.

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

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who provided the report.

Mayor Sotelo-Solis declared the Public Hearing open at 8:22 p.m.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing 8:23 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

NON CONSENT RESOLUTIONS

14. Resolution of the City Council of the City of National City, California, authorizing the City to utilize cooperative purchasing established through Sourcewell contract 090320-TTI, consistent with Municipal Code Section 2.60.260, to purchase Tyler Technologies' Munis Hosted ERP System, and authorizing the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not-to-exceed \$367,148 and reoccurring annual license, maintenance, and support costs of \$125,172.

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

Mayor Sotelo-Solis introduced Administrative Services Director Brennan who provided the report and PowerPoint presentation. Director Brennan and Assistant City Manager Winney addressed questions from Council.

Public Comment: None.

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

Substitute motion by Mayor Sotelo-Solis, seconded by Vice-Mayor Bush, to direct Staff to go through a Request for Proposal (RFP) process for a more competitive bid.

Ayes: Rodriguez, Bush, Sotelo-Solis

Nays: Morrison, Rios

Motion passed by 3-2 vote.

NEW BUSINESS

15. Received and Filed. City of National City annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2021.

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

Mayor Sotelo-Solis introduced Finance Manager Barrera who introduced Coley Delaney, representative with the Pun Group. Manager Barrera and Mr. Delaney provided the report and a PowerPoint presentation.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rodriguez, to file the report.

Motion passed by 5-0 vote.

16. Accepted recommendation. City Council Policy Nos. 104 and 113 regarding City Council Meeting Decorum.

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

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who provided the report. Councilmember Rios provided remarks.

Public Comment:

One (1) written comment was received and read: Mary Davis.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to accept the parliamentarian's March 9, 2022 memo to City Councilmembers titled Meeting Decorum, and to codify the following changes to the National City Municipal Code and for Staff to return with a redline of the applicable City Council polices:

- Define audio and visual requirements for open and close session City Council meetings to establish and maintain quorum.
- Define audio and visual requirements for open and close session City Council meetings for the purpose of documenting absences.
- In City Council Policy 104, Section 2 Responsibilities, subsection C, include "As a courtesy, members of the City Council shall report upcoming absences to the City Manager and the board chair, as soon as possible."

Ayes: Rios, Bush, Sotelo-Solis

Nays: Morrison, Rodriguez

Motion passed by 3-2 vote.

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

C. REPORTS

STAFF REPORTS

17. City Manager Report.

Assistant City Manager Winney provided the report and addressed questions from Council.

MAYOR AND CITY COUNCIL

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

CLOSED SESSION

CLOSED SESSION REPORT

Mayor Sotelo-Solis introduced City Attorney Bell who provided the report out for the special meeting held April 12, 2022, and the special meeting held April 19, 2022.

1. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Police Officers Association (POA)

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief

of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Grace Navarro (Human Resources Manager).

No report.

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, May 3, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 9:49 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 2, 2022.

Alejandra Sotelo-Solis, Mayor



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

April 19, 2022

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 3:03 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Bush, Morrison, Rios, Rodriguez (audio only), Sotelo-Solis
Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, Navarro, Valadez,
Consultant: Eddie Kreisberg

PUBLIC COMMENT

None

CLOSED SESSION

Members retired into Closed Session at 3:08 p.m. and returned at 3:30 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, Navarro, Valadez, and Eddie Kreisberg.

1. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Police Officers Association (POA)

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Jose Tellez (Chief of Police), Molly Brennan (Administrative Services Director), Paul Valadez (Budget Manager - Finance), Grace Navarro (Human Resources Manager)

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 held Tuesday, April 19, 2022 at 6:00 p.m. via teleconference.

The meeting adjourned at 3:31 p.m.

Shelley Chapel, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of June 21, 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**

May 3, 2022

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 6:06 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Councilmembers present: Rios, Rodriguez, Sotelo-Solis, Bush (joined at 6:11 p.m.), Morrison (joined at 6:18 p.m.)

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, Barrera, Yano, Aguirre, Ryan, Gilman, Meteau, Vergara, Parra, Tellez, Lopez, Garcia.

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 three (3) minute per comment and introduced City Clerk Molina.

Four (4) verbal comments were registered and heard: Barbara Gordon, Becky Rapp, Judi Strang, and Carol Green.

One (1) written comment was received and read: Gerson Leon.

PROCLAMATIONS AND CERTIFICATES

1. 53rd Annual Professional Municipal Clerks Week - May 1 - May 7, 2022.

Mayor Sotelo-Solis presented the honor to City Clerk Molina and Deputy City Clerk Chapel.

Received and filed.

AWARDS AND RECOGNITIONS - No agenda items

PRESENTATIONS - No agenda items

INTERVIEWS / APPOINTMENTS

2. Appointments: City Boards, Commissions and Committees – City Council Appointments.

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who provided a report and addressed questions from Council.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to hold over this item for the following month.

Ayes: Rios, Sotelo-Solis

Nays: Morrison, Rodriguez, Bush

Motion fails by 2-3 vote.

City Clerk Molina recited the procedure for appointment of a candidate to the Civil Service Commission. Applicant Javier Alvarado was interviewed by City Councilmembers.

ACTION: Motion by Councilmember Morrison, seconded by Mayor Sotelo-Solis, to appoint Javier Alvarado to the Civil Service Commission for a term ending September 30, 2022.

Motion carried by unanimous vote.

REGIONAL BOARDS AND COMMITTEE REPORTS

Councilmember Rios reported on the business of the Sweetwater Authority Governing Board.

Mayor Sotelo-Solis reported on the business of the Metropolitan Transit System (MTS).

Port of San Diego Commissioner Sandy Naranjo provided a report on the Port of San Diego.

Vice-Mayor Bush provided reports on regional committee meetings he attended.

CONSENT CALENDER

Public Comment: No verbal or written comments were received.

Councilmember Rios pulled Items 5 and 6 for discussion.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to approve the Consent Calendar Items 3, 4, and 7 through 16.

Motion carried by 5-0 vote.

3. Approved 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.
4. Adopted Resolution No. 2022-63. Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to May 17, 2022, as required by AB 361.
5. Pulled.
6. Pulled.
7. Adopted Resolution No. 2022-66. Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications (“RFQ”) for legal services for the Public Works and Engineering Department of National City.
8. Adopted Resolution No. 2022-67. Resolution of the City Council of the City of National City to authorize the City Manager to enter into a three year Agreement with Thomson Reuters CLEAR®. The total cost for the three years is not to exceed \$26,400.00 or \$8,800.00 per year.
9. Adopted Resolution No. 2022-68. Resolution of the City Council of the City of National City, California, (1) approving an Affordable Housing Density Bonus Agreement with Torreyana Associates, LLC, a California Limited Partnership, restricting the rent and occupancy of one (1) unit to a lower income household in exchange for three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 12 housing units located at 316 East 31st Street in National City; and (2) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement.
10. Adopted Resolution No. 2022-69. Resolution of the City Council of National City, California, creating one (1) new job classification and amending the Management Salary Schedule.
11. Adopted Resolution No. 2022-70. Resolution of the City Council of the City of National City, 1) awarding a contract to Tri Group Construction and Development, Inc. in the not-to-exceed amount of \$638,963 for the Paradise Creek Educational Park Extension Project, CIP No. 19-33; 2) authorizing a 15% contingency in the amount of \$95,844.45 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.
12. Adopted Resolution No. 2022-71. Resolution of the City Council of the City of National City, California, authorizing the installation of stop control and yield control signs for the intersections of E. 31st Street, between “B” Avenue and “C” Avenue in order to enhance safety at the intersections (TSC No. 2022-02).
13. Received and Filed. Quarterly Report - Boards, Commissions, and Committee Attendance and Training.

14. Received and Filed. City Council 2022 Legislative Recess.
15. Ratified Warrant Register #38 for the period of 3/18/22 through 3/24/22 in the amount of \$1,758,342.81.
16. Ratified Warrant Register #39 for the period of 3/25/22 through 3/31/22 in the amount of \$238,388.08.

ITEMS PULLED FROM CONSENT CALENDER

5. Adopted Resolution No. 2022-64. Resolution of the City Council of the City of National City, California, authorizing the City Clerk's Office to apply for certification from the U.S. Department of State, establishing a passport acceptance facility in the City Clerk's Office located in City Hall.

Councilmember Rios provided remarks. Deputy City Clerk Chapel addressed questions from Council.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Bush, to adopt the Resolution with the amendment to hire one Part-Time Employee (PTE) with an annual salary of \$20,000.

Motion carried by 5-0 vote.

6. Adopted Resolution No. 2022-65. Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Luth and Turley, Inc. in the not-to-exceed amount of \$150,000.

Councilmember Rios provided remarks. Deputy City Clerk Chapel addressed questions from Council.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Rios, seconded by Vice-Mayor Bush, to adopt the Resolution with an amendment to direct Staff to bring forward a Request for Proposal (RFP).

Motion carried by 5-0 vote.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

17. Adopted Resolution No. 2022-72. Public Hearing and Adoption of a Resolution of the City Council of the City of National City adopting the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan.

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

Mayor Sotelo-Solis introduced Director of Housing Authority Aguirre and Housing Programs Manager Palma who provided the report and addressed questions from Council.

Mayor Sotelo-Solis declared the Public Hearing open at 7:34 p.m.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rodriguez, to close the Public Hearing at 7:34 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

18. Adopted Ordinance No. 2022-2501. Public Hearing and Adoption of an Ordinance of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City.

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

Mayor Sotelo-Solis introduced Director of Housing Authority Aguirre who provided the report.

Mayor Sotelo-Solis declared the Public Hearing open at 7:36 p.m.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Rios, to close the Public Hearing at 7:36 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

19. Adopted Ordinance No. 2022-2502. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee.

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

Mayor Sotelo-Solis introduced Deputy City Clerk Chapel who provided the report.

Mayor Sotelo-Solis declared the Public Hearing open at 7:39 p.m.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to close the Public Hearing at 7:39 p.m.

Motion passed by 5-0 vote.

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

Motion passed by 5-0 vote.

NON CONSENT RESOLUTIONS

20. Adopted Resolution No. 2022-73. Resolution of the City Council of the City of National City, California to eliminate library overdue material fines to ensure equitable access to Library Services.

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

Mayor Sotelo-Solis introduced Library and Community Services Director Ryan who gave the report and a PowerPoint presentation, and addressed questions from the Council.

Public Comment:

One (1) verbal comment was registered and heard: Margaret Godshalk.

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

Motion passed by 5-0 vote.

NEW BUSINESS

21. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant (BB.Q Chicken) located at 2527 East Plaza Blvd. (Applicant: Shimon G&M, Inc.) (Case File 2022-07 CUP)

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

Mayor Sotelo-Solis introduced Director of Community Development Vergara who addressed questions from Council.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Bush, to concur with the Planning Commission's recommendation to accept and file the Notice of Decision.

Ayes: Morrison, Rodriguez, Bush, Sotelo-Solis

Nays: Rios

Motion passed by 4-1 vote.

22. Accepted Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 2435 Sweetwater Road. (Applicant: DISH Wireless) (Case File 2022-10 CUP)

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

Mayor Sotelo-Solis introduced Director of Community Development Vergara who addressed questions from Council.

Public Comment: No verbal or written comments were received.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Morrison, to concur with the Planning Commission’s recommendation to accept and file the Notice of Decision.
Motion passed by 5-0 vote.

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

C. REPORTS

STAFF REPORTS

23. Community Service Day & Upcoming Event Dates.

Mayor Sotelo-Solis introduced Library & Community Services Director Ryan who provided a PowerPoint Presentation.

Received and Filed.

24. City Manager Report.

City Manager Raulston provided the report.

Received and Filed.

MAYOR AND CITY COUNCIL

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

CLOSED SESSION

CLOSED SESSION REPORT – No agenda items

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, May 17, 2022, 6:00 p.m. via teleconference.

The meeting adjourned at 8:16 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of August 2, 2022.

Alejandra Sotelo-Solis, Mayor



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Phillip Davis, Financial Analyst, Administrative Services
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Agreement with Chandler Asset Management, Inc. for Investment Management and Investment Advisory Services

RECOMMENDATION:

Approve the Resolution entitled, "Resolution of the City Council of the City of National City, California authorizing the Mayor to approve the agreement by and between the City of National City and Chandler Asset Management, Inc. for Investment Management and Investment Advisory Services."

BOARD/COMMISSION PRIOR ACTION:

Not applicable

EXPLANATION:

The City of National City entered into an agreement with Chandler Asset Management, Inc. after the firm successfully submitted the winning proposal in response to a Request for Proposal for Investment Management and Advisory Services conducted in 2016. The agreement was approved on November 15, 2016 for investment management and investment advisory services for the City for the period of November 16, 2016 through November 15, 2019 with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date. The City has exercised both options and the agreement has expired as of November 15, 2021.

To remedy this situation, staff seeks approval for a short-term contract with Chandler Asset Management, Inc. This short-term agreement is for the period beginning November 16, 2021 through June 30, 2023. Approval of the proposed agreement will enable staff to conduct a Request for Proposal (RFP) process during fiscal year 2022-2023 to identify an investment services vendor for a future longer term agreement.

FINANCIAL STATEMENT:

An appropriation is not necessary for this item because funds have been approved in the FY 2022-23 budget for investment management and investment advisory services.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit 1 - Resolution

Exhibit 2 – Agreement

Exhibit 3 – Exhibit A

Exhibit 4 – City of National City Investment Policy

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND CHANDLER ASSET MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT AND INVESTMENT ADVISORY SERVICES

WHEREAS, on November 15, 2016, the City of National City (City) entered into an agreement with Chandler Asset Management, Inc. to perform investment management and investment advisory services for a period November 16, 2016 through November 15, 2019 with an option to extend for two additional one-year terms; and

WHEREAS, the City exercised its two one-year options to extend the agreement through November 15, 2021; and

WHEREAS, the November 15, 2016 agreement with Chandler Asset Management expired as of November 16, 2021; and

WHEREAS, the short-term agreement with Chandler Asset Management, Inc. for the period of November 16, 2021 through June 30, 2023 will enable staff to conduct a Request for Proposal process during fiscal year 2022-2023 to identify an investment services vendor for a future long-term agreement.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the agreement, which will end on June 30, 2023.

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

PASSED and ADOPTED this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry Schultz, Interim City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CHANDLER ASSET MANAGEMENT, INC.**

THIS AGREEMENT is entered into on this 2nd day of August, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and CHANDLER ASSET MANAGEMENT, INC., a California corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide investment management and investment advisory services, as outlined in the attached Exhibit “A.”

WHEREAS, the CITY has determined that the CONSULTANT is an investment advisor registered with the SEC under the Investment Advisers Act of 1940 and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to perform investment management and advisory services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 2, 2022. The duration of this Agreement is for the period of November 16, 2021 through June 30, 2023.

3. **SCOPE OF SERVICES.** The CONSULTANT shall provide investment management and investment advisory services in compliance with the City’s Investment Policy attached hereto as “Exhibit B”. The CONSULTANT shall provide services as set forth in the Exhibit “A”.

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

4. **PROJECT COORDINATION AND SUPERVISION.** The Director of Administrative Services hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mia Corral Brown thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the schedule given in Exhibit "A" without prior written authorization from the City. Monthly fees shall be charged in arrears and debited directly from the balance of the CITY'S assets under management by the CONSULTANT, provided that work is accomplished consistent with Exhibit "A," as determined by the CITY.

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

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

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

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written

work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

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

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

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

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

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

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

term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

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

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

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

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

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii)

is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment

of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

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

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. INSURANCE. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

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

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

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

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

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

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

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

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the CITY’S Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent List of Approved Surplus Line Insurers (“LASLI”) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the

CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

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

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Director of Administrative Services
 Finance Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4397

To CONSULTANT:
 Mia Corral, Senior Relationship Manager
 Chandler Asset Management, Inc.
 6225 Lusk Boulevard
 San Diego, CA 92121

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official

position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under

this Agreement shall be in either state or federal court in the County of San Diego, State of California.

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

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

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

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

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

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


CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

By: _____
Jennifer K. Gilman
Assistant City Attorney

CHANDLER ASSET MANAGEMENT, INC.

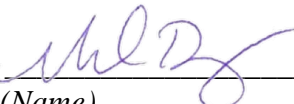
By:  _____
(Name)

Martin Cassell

(Print)

CEO

(Title)

By:  _____
(Name)

Nicole Dragoo

(Print)

President

(Title)

CHANDLER ASSET MANAGEMENT, INC.**SCOPE OF SERVICES
OTHER TERMS AND CONDITIONS**

1. **Scope of Services.** CHANDLER ASSET MANAGEMENT, INC. ("CONSULTANT") shall provide investment management and investment advisory services for the CITY OF NATIONAL CITY ("CITY") on all funds authorized by the CITY to be managed by the CONSULTANT. Other services to be provided to the CITY by the CONSULTANT include, but are not limited to the following:
 - a. developing and implementing sound investment strategies which will maximize the portfolio's performance within the parameters of the adopted investment policy and California government codes;
 - b. providing technical and fundamental market research, including yield curve analysis;
 - c. providing credit analysis of investment instruments in the portfolio;
 - d. providing monthly investment reports for the portfolio detailing holdings, composition and sector analysis, return, weighted average maturity, and daily transaction activity;
 - e. providing the CITY with on-line access to its current investment account information;
 - f. providing semi-annual and annual performance reports, as needed;
 - g. reviewing safekeeping and custodial procedures and agreements;
 - h. at a minimum, meeting with CITY staff on a quarterly basis to review the investment portfolio and investment performance;
 - i. at a minimum, delivering semi-annual presentations to the City Council of the City of National City on the performance of the CITY'S portfolio;
 - j. as needed, advising the CITY on recommended changes to its investment policy based upon legislative changes and other relevant market conditions and attending the City Council meeting in which the annual update to the investment policy is presented, if requested by the CITY;
 - k. assisting the CITY in analyzing its cash flow requirements to determine the amount of funds to be invested;
 - l. assisting the CITY in determining its investment risk tolerance and appropriate portfolio benchmark;
 - m. providing other services as agreed upon.
2. **Fees.** The CITY shall compensate the CONSULTANT an amount calculated on the average market value of the CITY'S assets under management by the CONSULTANT, including accrued interest, in accordance with the following schedule:

Assets under Management	Annual Asset Management Fee
First \$10 million	0.10 of 1% (10 basis points)
Next \$30 million	0.08 of 1% (8 basis points)
Assets in excess of \$40 million	0.06 of 1% (6 basis points)

The fees expressed above do not include custody fees the CITY may incur for third party custodial services.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. The CITY is not required to pay any start-up or closing fees; there are not penalty fees.

Fees shall be charged monthly in arrears and debited directly for the CITY'S third party custody account.

3. **CITY Representative.** In its capacity as investment manager, the CONSULTANT shall receive all instructions, directions, and other communications on the CITY'S behalf regarding the CITY'S account from the Director of Administrative Services ("Representative"). The CONSULTANT is hereby authorized to rely and act upon all such instructions, directions, and communications from the Representative or any agent designated by the Representative.
4. **Investment Policy.** In investing and reinvesting the CITY'S assets, the CONSULTANT shall comply with the CITY'S investment policy attached hereto as "Attachment 1."
5. **Authority of CONSULTANT.** The CONSULTANT is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by the Representative.
6. **Electronic Delivery.** From time to time, the CONSULTANT may be required to deliver certain documents to the CITY, such as account information, notices, and required disclosures. The CITY hereby consents to the CONSULTANT'S use of electronic means, such as e-mail, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and the CITY agrees that such notifications will constitute "delivery." The CITY further agrees to provide the CONSULTANT with the CITY'S e-mail address(es) and to keep this information current at all times by promptly notifying the CONSULTANT of any change in e-mail address(es).

CITY e-mail addresses: Mbrennan@nationalcityca.gov;

Rbarrera@nationalcityca.gov

7. **Proxy Voting.** The CONSULTANT will vote proxies on behalf of the CITY unless otherwise instructed. The CONSULTANT has adopted and implemented written policies and procedures and will provide the CITY with a description of the proxy voting procedures upon request. The CONSULTANT will provide information regarding how the CITY'S proxies were voted upon request.

8. **Custody of Securities and Funds.** The CONSULTANT shall not have custody or possession of the funds or securities that the CITY has placed under its management. The CITY shall appoint a custodian to take and have possession of its assets. The CITY recognizes the importance of comparing statements received from the appointed custodian to statements received from the CONSULTANT. The CITY recognizes that the fees expressed above do not include fees the CITY will incur for custodial services.
9. **Valuation.** The CONSULTANT will value securities held in portfolios managed by the CONSULTANT no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by the CONSULTANT to reflect fair market value.
10. **Investment Advice.** The CITY recognizes that the opinions, recommendations, and actions of the CONSULTANT will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that the CONSULTANT acts in good faith, the CITY agrees that the CONSULTANT will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
11. **Payment of Commissions.** The CONSULTANT may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of the CONSULTANT to strive for the best price and execution and for commissions and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that the CONSULTANT may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that the CONSULTANT makes no warranty or representation regarding commissions paid on transactions hereunder.
12. **Other Clients.** It is further understood that the CONSULTANT may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for the CITY'S portfolio may differ from those made or recommended with respect to other accounts and clients, although the investment objectives may be the same or similar. Accordingly, it is agreed that the CONSULTANT will have no obligation to purchase or sell for the CITY'S account any securities which it may purchase or sell for other clients.
13. **Receipt of Brochure and Privacy Policy.** Receipt of Brochure and Privacy Policy. The CITY has received the disclosure statement or "brochure" also known as Part 2A of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). The CITY has received a copy of the CONSULTANT'S Privacy Policy.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: June 21, 2022

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety:* Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity:* The investment portfolio will remain sufficiently liquid to meet all operating requirements

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: June 21, 2022

3. *Return:* The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard:* Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

"...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

- B. *Indemnification:* The Administrative Services Director or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

- C. *Ethics:* Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

- A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Administrative Services Director and/or Financial Services Officer.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: June 21, 2022

The Administrative Services Director or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City’s investment portfolio in a manner consistent with the City’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City’s Administrative Services Director or designee will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank;
2. Nationally or state-chartered banks;
3. The Federal Reserve Bank; and
4. Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City’s Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

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E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment:* Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping:* To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions:* All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

- a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and
- b. No more than 5% per issuer.
- c. No more than 30% of the total portfolio may be invested in municipal bonds.

2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.

3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments,** including those issued by or fully guaranteed as to

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principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

4. **Banker's acceptances**, provided that:

- a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 180 days; and
- c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- a. The amount per institution is limited to the maximum covered under federal insurance; and
- b. The maturity of such deposits does not exceed 5 years.

6. **Certificate of Deposit Placement Service (CDARS)**

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS
- b. The maturity of CDARS deposits does not exceed 5 years.

7. **Negotiable certificates of deposit (NCDs)**, provided that:

- a. They are issued by institutions which have long-term obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

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8. **Commercial paper**, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organizations; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Administrative Services Director or Financial Services Officer or designee to adequately judge the risk inherent in LAIF’s portfolio.

10. **Local government investment pools.**

- a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organizations; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

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12. Mortgage pass-through securities, asset-backed securities, and collateralized mortgage obligations,^[AS1] provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
 - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. Supranationals, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.

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- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.^[AS2]
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and

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4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Administrative Services Director or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

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A. Overall objective: The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

B. Specific objective: The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

A. Procedures: The Director of Administrative Services or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Administrative Services or designee.

B. Internal Controls: The Director of Administrative Services or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City's investment procedures manual.

XII. REPORTING AND REVIEW

A. Monthly reports: The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.

B. Quarterly reports: Quarterly investment reports will be submitted by the Administrative Services Director or designee to the City Council, at an agenda meeting. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

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C. Annual Policy review: The Investment Policy will be reviewed at least annually and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53609 and 53630-53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”
Appendix II attached: “Glossary of Investment Terms”

Prior Policy Amendments

October 23, 1990 – Established Policy
May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990
August 6, 1996 (Resolution No. 96-130)
August 26, 1997 (Resolution No. 97-110)
October 6, 1998 (Resolution No. 98-136)
September 7, 1999 (Resolution No. 99-130)
October 2, 2001 (Resolution No. 2001-151)
October 1, 2002 (Resolution No. 2002-149)
October 7, 2003 (Resolution No. 2003-139)
June 7, 2005 (Resolution No. 2005-118)
October 4, 2005 (Resolution No. 2005-215)
August 21, 2007 (Resolution No. 2007-202)
February 19, 2008 (Resolution No. 2008-37)
February 19, 2008 (Resolution No. 2008-38) CDC
January 10, 2012 (Resolution No. 2012-09)
December 10, 2013 (Resolution No. 2013-189)
December 16, 2014 (Resolution No. 2014-172)
December 15, 2015 (Resolution No. 2015-186)
December 6, 2016 (Resolution No. 2016-189)
October 17, 2017 (Resolution No. 2017-203)
November 20, 2018 (Resolution No. 2018-189)
August 18, 2020 (Resolution No. 2020-151)

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Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Assistant City Manager
Financial Services Officer
Director of Administrative Services or designee

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Appendix II GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

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rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to

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changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable. Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

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Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) years' time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse

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floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and “dual index floaters,” which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



AGENDA REPORT

Department: Engineering
Prepared by: Carla Hutchinson, Assistant Engineer – Civil
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

CalRecycle SB 1383 Grant – Funds Appropriation

RECOMMENDATION:

Approve the Resolution entitled, “Resolution of the City Council of the City of National City, California, (1) Ratifying Acceptance of Funds in the Total Amount of \$89,461, Awarded to the City of National City from the SB 1383 Local Assistance Grant Program from the California Department of Resources Recycling and Recovery (CalRecycle) to Implement Regulation Requirements Associated with SB 1383, and; (2) Authorizing the Acceptance of the SB 1383 Local Assistance Grant Program Funds for \$89,461, and the Establishment of Corresponding Expenditure Budget.

BOARD/COMMISSION PRIOR ACTION:

N/A

EXPLANATION:

The Department of Resources Recycling and Recovery (CalRecycle) administered a one-time grant program to provide assistance to jurisdictions in the implementation of regulations associated with SB 1383, including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping.

On January 31, 2022, the City submitted a grant application in the amount of \$81,800 for the SB 1383 Local Assistant Grant Program. On April 27, 2022, CalRecycle notified the City that National City had been awarded a grant award of \$89,461. The period of performance to deliver the project ends on May 2, 2024.

The funds will be used to support the City’s edible food recovery program by providing education, outreach and general support to Tier 1 & Tier 2 generators. The City will also use these funds to inspect Tier 1 & Tier 2 generators and to train city staff to conduct these inspections for future years. Reporting will require submitting back-up documentation, including proof of all expenditures. Failure to meet this reporting due date may result in the denial of funding and collection of unspent/unreported funds.

Staff is requesting acceptance of funds and establishment of corresponding expenditure budget in the total amount of \$89,461.

FINANCIAL STATEMENT:

Expenditure Account No. 172-416-225-399-9079

Corresponding revenues have been received and were deposited in account #172-00000-3463.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Resolution

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) RATIFYING ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$89,461 AWARDED TO THE CITY OF NATIONAL CITY FROM THE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) TO IMPLEMENT REGULATION REQUIREMENTS ASSOCIATED WITH SB 1383 AND (2) AUTHORIZING THE ACCEPTANCE OF THE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FUNDS FOR \$89,461 AND THE ESTABLISHMENT OF CORRESPONDING EXPENDITURE BUDGET

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) administered a one-time grant program to provide assistance to jurisdictions in the implementation of regulations associated with SB 1383; and

WHEREAS, on January 31, 2022, the City submitted a grant application in the amount of \$81,800 for the SB 1383 Local Assistant Grant Program; and

WHEREAS, on April 27, 2022, CalRecycle notified the City that National City had been awarded a grant award of \$89,461; and

WHEREAS, the period of performance to deliver the project ends on May 2, 2024; and

WHEREAS, the funds will be used to support the City's edible food recovery program by providing education, outreach and general support to Tier 1 & Tier 2 generators; and

WHEREAS, the City will also use these funds to inspect Tier 1 & Tier 2 generators and to train city staff to conduct these inspections for future years; and

WHEREAS, City staff requests acceptance of funds and establishment of corresponding expenditure budget in the total amount of \$89,461 ~~;~~ ~~and~~

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

Section 1: Ratify and authorize the acceptance of funds in the total amount of \$89,461 awarded to the City of National City from the SB 1383 Local Assistance Grant Program from the California Department of Resources Recycling and Recovery (CalRecycle) to implement regulation requirements associated with SB 1383.

Section 2: Authorize the establishment of the corresponding expenditure fund appropriation of \$89,461 and corresponding revenue budget.

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

Resolution No. 2022 –
Page Two

PASSED and ADOPTED this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry Schultz, Interim City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Carla Hutchinson, Assistant Engineer - Civil
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Acceptance of Ocean Protection Council Proposition 1 Grant, Authorizing City Manager to Execute Grant Agreement, and Establish Grant Fund Appropriation.

RECOMMENDATION:

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California (1) Accepting the Ocean Protection Council Proposition 1 Grant; (2) Authorizing the City Manager or Designee to Execute the Grant Agreement for the Paradise Creek Wetland and Park Site Project in the amount of \$957,000; and (3) Approving the Establishment of an Engineering Grant Funds Appropriation of \$957,000 and Corresponding Revenue Budget to Allow for Reimbursement of Eligible Project Expenditures."

BOARD/COMMISSION PRIOR ACTION:

Not Applicable.

EXPLANATION:

On June 30, 2021, the City submitted a grant application in the amount of \$957,000 for the California Ocean Protection Council Proposition 1 Grant Program.

The proposed project includes the demolition of a portion of the existing industrial land use, wetland expansion, and creation of a park /educational picnic area, installation of five trash control devices, interpretive signage, and sidewalk improvements. The Project will have a local and regional watershed impact through creating native wetland habitat for local wildlife in an Environmentally Sensitive Area within the City. The project drains to Paradise Marsh (Sweetwater Marsh Unit) which is part of the San Diego Bay National Wildlife Refuge. The wetland expansion allows for connectivity to the salt marsh habitat to improve native wildlife biodiversity, which is suitable for endangered, threatened, migratory, and native species, as well as minimize the localized flooding on W 18th Street from tidal influences in the creek. At the project site, the wetland expansion will filter pollutants, including phosphorus, from overland runoff that discharge directly into Paradise Creek through natural processes. The wetland habitat quality will improve to protect the ecological value of Paradise Creek and the San Diego Bay National Wildlife Refuge.

On January 13, 2022, the Ocean Protection Council notified the City that the Paradise Creek Wetland Expansion and Park Site Project had been awarded a grant award of \$957,000 with an \$111,578 in-kind contribution of City staff for a total project cost of \$1,068,578. The period of performance to deliver the project ends December 31, 2024.

City's staff is requesting grant agreement execution and authorization to establish an Engineering Grants Fund appropriation of \$957,000.00 and corresponding revenue budgets to allow for reimbursement of eligible project expenditures through the California Ocean Protection Council (OPC).

FINANCIAL STATEMENT:

Paradise Creek Wetland Expansion and Park Site Project - \$957,000.00
Expenditure Account – 296-409-500-598-6202
Revenue Account – 296-06202-3463

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is a project under CEQA and requires full environmental review and the preparation of an environmental impact report. CCR 15362.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

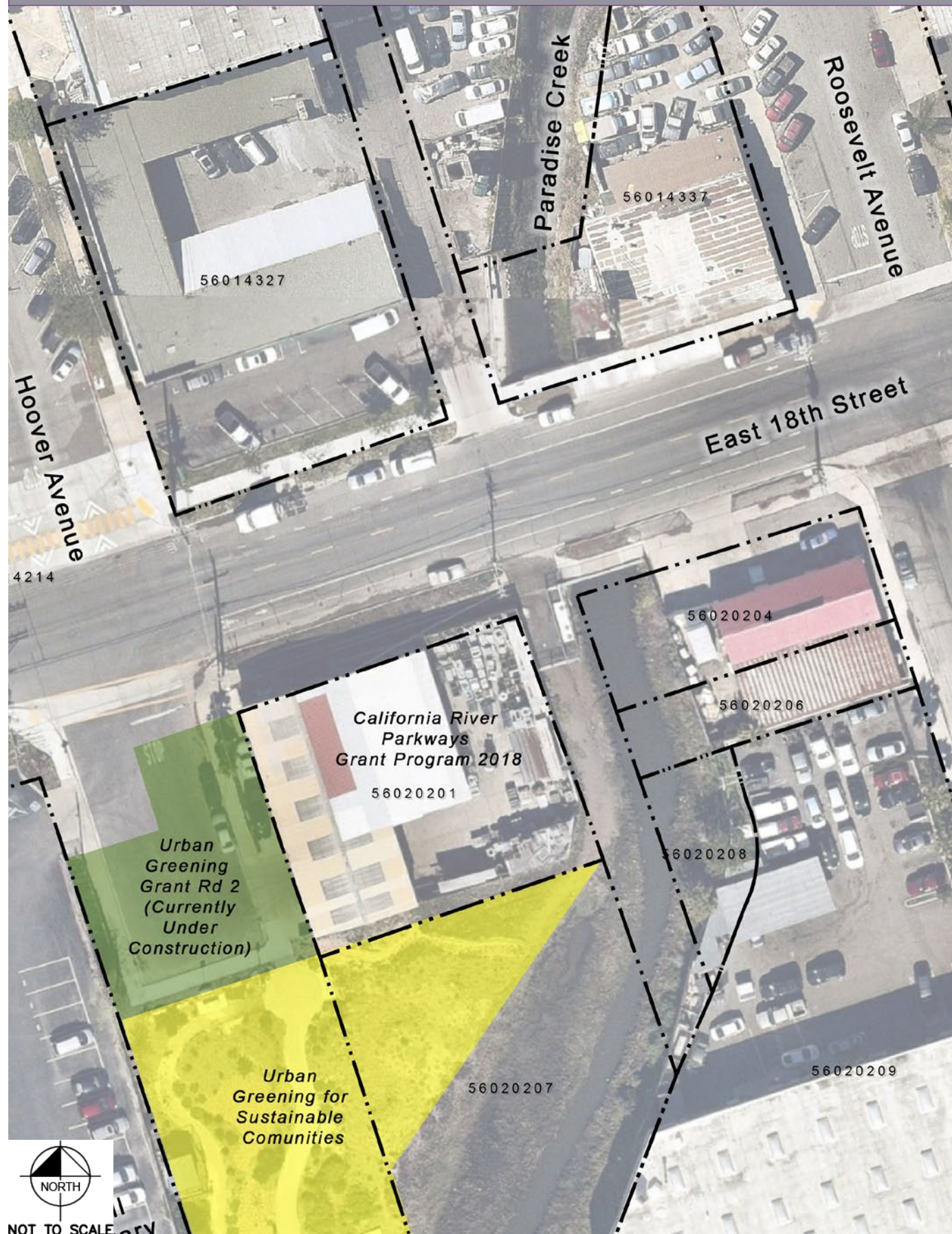
ORDINANCE:

Not Applicable

EXHIBITS:

- 1) Grant agreement
- 2) Exhibit A – Work Plan
- 3) Exhibit B – Wetland Expansion and Park Site Concept Map
- 4) Resolution

Existing Conditions



Proposed Concept



RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) ACCEPTING THE OCEAN PROTECTION COUNCIL PROPOSITION 1 GRANT; (2) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT FOR THE PARADISE CREEK WETLAND AND PARK SITE PROJECT IN THE AMOUNT OF \$957,000; AND (3) APPROVING THE ESTABLISHMENT OF AN ENGINEERING GRANT FUNDS APPROPRIATION OF \$957,000 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES

WHEREAS, on June 30, 2021, the City submitted a grant application in the amount of \$957,000 for the California Ocean Protection Council Proposition 1 Grant Program; and

WHEREAS, the proposed project includes the demolition of a portion of the existing industrial land use, wetland expansion, creation of a park/educational picnic area, installation of five trash control devices, interpretive signage, and sidewalk improvements; and

WHEREAS, the Project will have a local and regional watershed impact through creating native wetland habitat for local wildlife in an Environmentally Sensitive Area within the City; and

WHEREAS, the wetland expansion allows for connectivity to the salt marsh habitat to improve native wildlife biodiversity, which is suitable for endangered, threatened, migratory, and native species, as well as minimize the localized flooding on W 18th Street from tidal influences in the creek; and

WHEREAS, at the project site, the wetland expansion will filter pollutants, including phosphorus, from overland runoff that discharge directly into Paradise Creek through natural processes; and

WHEREAS, the wetland habitat quality will improve to protect the ecological value of Paradise Creek and the San Diego Bay National Wildlife Refuge; and

WHEREAS, on January 13, 2022, the Ocean Protection Council notified the City that the Paradise Creek Wetland Expansion and Park Site Project had been awarded a grant award of \$957,000 with an \$111,578 in-kind contribution of City staff for a total project cost of \$1,068,578; and

WHEREAS, the period of performance to deliver the project ends December 31, 2024; and

WHEREAS, City staff requests grant agreement execution and authorization to establish an Engineering Grants Fund appropriation of \$957,000.00 and corresponding

revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the California Ocean Protection Council (OPC); and

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

Section 1: Authorize the acceptance of the Ocean Protection Council Proposition 1 Grant.

Section 2: Authorize the City Manager or designee to execute the grant agreement for the Paradise Creek Wetland and Park Site Project in the amount of \$957,000.

Section 3: Authorize the establishment of the corresponding Engineering Grant Funds Appropriation of \$957,000 and corresponding revenue budget to allow for reimbursement of eligible project expenditures.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Resolution No. 2022 –
Page Two

PASSED and ADOPTED this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney

GRANT AGREEMENT

State of California - The Natural Resources Agency/Ocean Protection Council

Grantee Name: City of National City

Project Title: Paradise Creek Wetland Expansion and Park Site

Agreement Number: P01-4-06

Authority: Proposition 1, The Water Quality, Supply, and Infrastructure Improvement Act of 2014, California Water Code, Division 26.7, implementing Public Resources Code sections 35500 *et seq.* and 35650.

Program: California Ocean Protection Council

PROJECT DESCRIPTION

Scope of Work

Project Schedule and Project Budget (“Work Program”) are described in Exhibit A and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

Project Budget Details

The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager’s supervisor, will consider whether to approve the Grantee’s request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the Funds pursuant to the Grant Guidelines, Application and requirements described in Appendix E. Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. The California Natural Resources Agency and California Ocean Protection Council (OPC or State) shall have the right to republish any material generated by this grant.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project

includes habitat Restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

4. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Act" means Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including Easement, leases, and Development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by Applicant to the Ocean Protection Council or Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Ocean Protection Council's Proposition 1 Grant Guidelines and Application.
6. The term "Authorization" means the Ocean Protection Council adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
7. The term "Development" means improvement, rehabilitation, Restoration, Enhancement, preservation, protection and interpretation or other similar activities.
8. The term "Executive Director" means the Executive Director of the Ocean Protection Council, who is also the Deputy Secretary for Ocean and Coastal Policy.
9. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
10. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
11. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of Funds by the State for the performance of specific Project objectives within a specific Project Performance Period by the Grantee.
12. The term "Grantee" means an Applicant who has a signed agreement for Grant Funds.

13. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
14. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under section 501(c)(3) of the Internal Revenue Code.
15. The term "Other Sources of Funds" means cash or In-Kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
16. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
17. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
18. The term "Project Manager" means the representative of the State given authorization by the Ocean Protection Council Executive Director to administer and provide oversight of the Grant.
19. The term "Public Agency" means any State of California department or agency, a county, city, or public district or public agency formed under California law.
20. The term "Request for Disbursement" means the form that will be submitted requesting payment.
21. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.
22. The term "Work Plan" means the description of the tasks and related work to be accomplished by the Project
23. The term "Work Program" means the State-approved Work Plan, Project Schedule, and Project Budget, as described in Exhibit A.

B. Project Execution

1. Subject to the availability of Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional Funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion.
4. To the extent it is relevant, Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for Planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the Project continues to meet all objectives of the Grant Program and is consistent with the intent cited in the original Application.

If a Grantee's Project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the Grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., Planning, design, etc.), or (2) relinquishing any Planning/design documents, including all copies, reproductions, and variations resulting from said Funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Additionally, the Grantee shall assure that any entity with whom it contracts or engages in work complies with all current laws and regulations as described in section B(4)(6).
8. Grantee shall provide access to the State upon 24 hours-notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
9. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
10. Grantee shall provide status reports of the work at the request of the State, and no less frequently than every quarter.
11. Grantee shall provide for public access and/or educational features where feasible.
12. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any Acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
13. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

- a. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
- a. All payment requests must be submitted using a completed Request for Disbursement Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. Additionally, the Grantee is required to submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program. All requests shall be submitted quarterly.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
 - c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any direct expense or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
 - d. For instances in which travel reimbursement is an approved cost in the grant, the State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures Funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
 4. The State reserves the right to request reimbursement of any Funds spent on the Project, even Funds deemed eligible costs, if the Project is not completed in accordance with the Grant Agreement and the guidelines.
 5. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the

Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other Funds for the Project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to Funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any State or federal law or policy by Grantee which affects performance of this or any other Grant Agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of Funding authorized in this Agreement.
4. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the

State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, Enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding would be used to complete the Project, the Grantee shall establish internal systems to track expenditure of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Work Product

1. Where relevant, the Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

I. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 20 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property Funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

K. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

L. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

M. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

N. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

O. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must State the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to Executive Director of the OPC, who is also the Deputy Secretary for Ocean and Coastal Policy for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director or designee shall be final.

P. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

Q. Executive Director's Designee

The Executive Director shall designate an Ocean Protection Council Project Manager who shall have the authority to act on behalf of the Executive Director with respect to this Agreement. The Executive Director shall notify the Grantee of the designation in writing.

R. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.

If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each subgrantee or contractor requiring it to provide and maintain liability and property-

damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the completion date of the work undertaken by the subgrantee or contractor under the approved Work Program.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury (Including operations, and property damage. If Commercial General Liability products and completed operations, as applicable) Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Ocean Protection Council. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.

c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Ocean Protection Council and approved in writing by the Executive Director.

7. Verification of Coverage. The Grantee shall furnish the Executive Director with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. The Ocean Protection Council reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

5. Premiums and Assessments. The Ocean Protection Council is not responsible for premiums and assessments on any insurance policy.

6. Indemnity. The grantee shall agree to indemnify and hold harmless the state of California, acting by and through the Ocean Protection Council, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by Grantee of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this agreement was not caused by the gross negligence or malfeasance of the OPC, its employees or agents.



State of California Natural Resources Agency

Ocean Protection Council

Exhibit A

Grantee Name:	City of National City
Project Title:	Paradise Creek Wetland Expansion and Park Site
Agreement Number	P01-4-06
Term of Agreement:	Upon Approval through December 31, 2024

Project Summary:

The project consists of demolition of a portion of the existing industrial land use, wetland expansion, creation of a park/educational picnic area, installation of five trash control devices, interpretive signage, and sidewalk improvements. The trees and vegetation for the park area and expanded wetland will reduce greenhouse gas emissions by sequestering and storing carbon which will improve air quality. The project will have a local and regional watershed impact through creating native wetland habitat for local wildlife in an Environmentally Sensitive Area within the City. Overland flow will be conveyed through the green space to help reduce runoff pollution into Paradise Creek. The project drains to Paradise Marsh (Sweetwater Marsh Unit) which is part of the San Diego Bay National Wildlife Refuge. The project team consists of the City of National City (City) with subcontractor support.

Objective:

This project will implement California Ocean Protection Council (OPC) strategic targets in Goals 1, 2, and 3 from OPC's Strategic Plan. The purpose of the project is to enhance coastal wetlands, which aligns with Target 1.1.7. The wetland expansion allows for connectivity to the salt marsh habitat to improve native wildlife biodiversity, which is suitable for endangered, threatened, migratory, and native species, as well as minimize the localized flooding on W 18th Street from tidal influences in the creek, which aligns with Target 1.1.2. Coastal salt marsh at Paradise Marsh supports species such as the State Endangered Belding's savannah sparrow, clapper rail, and the federal endangered plant salt marsh bird's beak. The educational program that will be developed under Task 4 will benefit underserved communities, specifically residents of National City and students and Kimball Elementary, which are adjacent to the project area and aligns with Target 2.2.2. The project will create green spaces and provide workforce training and local job opportunities in the Disadvantaged Community (DAC). Educational signage will encourage creek stewardship among the residents of the disadvantaged community. The interpretative signage at the project will include environmental messaging in both English and Spanish.



At the project site, the wetland expansion will filter pollutants, including phosphorus, from overland runoff that discharge directly into Paradise Creek through natural processes. Trash will be captured and prevented from entering the newly restored creek, which aligns with Target 3.4.2. The wetland habitat quality will improve to protect the ecological value of Paradise Creek and the San Diego Bay National Wildlife Refuge.

Project Tasks and Deliverables:

Task 1: Project Management

City of National City will coordinate with the OPC Project Manager to keep the agency informed about the status of the project. Grantee will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. This task also includes meetings and coordination with other stakeholders.

Deliverable: Quarterly invoice and progress status reports.

Task 2: Planning/Design/Engineering/Environmental

Perform engineering, analysis and reporting to support the final design for the demo of the welding shop, expanded wetland, and educational/picnic area. A subcontractor will develop design recommendations based on the collected field data and input from stakeholders during the community workshops. A subcontractor will create and review the final design configuration of the expanded wetland and update the construction sequence recommendations, as necessary.

Development of a Technical Advisory Committee (TAC) for the program with local connections and partners, including but not limited to San Diego Climate Collaborative and permitting agencies.

Prepare permit applications for the resource agencies listed below. The City has a Local Coastal Program, and this will expedite the review of the Coastal Development Permit.

- Deliverable:**
- Technical Advisory Committee meeting minutes and memorandum.
 - 30%, 60%, and 100% Design (Plans, Outline Specifications and Cost Estimate).
 - Agency coordination to procure permits, Technical Studies, CEQA coordination.
 - 404 United States Army Corps of Engineers (USACE) Nationwide Permit.
 - Federal Emergency Management Agency (FEMA) Application.
 - California Environmental Quality Act (CEQA) document*
 - Regional Board 401 Water Quality Certification Coastal Development Permit / Letter of Consistency.
 - 1602 Permit California Department of Fish and Wildlife (CDFW) Streambed Alteration.



- Coordinate with the California Conservation Corp (CCC) for invasive species and trash removal.
- Prepare local and regional permit applications (Grading, Building, Electrical, Mechanical, Landscaping, Demo).
- Stormwater Pollution Prevention Plan.

*The project team will inquire about the project's eligibility to apply for the California Department of Fish and Wildlife (CDFW) Statutory Exemption for Restoration Projects (SERP) process. If approved pursuant to SERP, the project is exempt from CEQA and CDFW issues a SERP concurrence. SERP exempt projects remain subject to all other applicable federal, state, and local laws and regulations, including obtaining listed permits and technical studies/plans.

Task 3: Construction and Implementation

Once the permitting and design phase is complete the City will begin construction. The Project consists of demolition of a portion of the existing industrial land use which will include hardscape on the east side of the project area for the welding shop. The California Conservation Corps will remove invasive species and trash from the project area. Soil with possible detection of contaminants will be removed and disposed of properly. The existing industrial land use on the east side of the project area and a portion of the existing access road will be converted into a wetland. A safety fence will be installed. Some walls of the existing building will be demolished. Once demolition is complete, the remaining structure will be converted into a covered educational and picnic area. Four interpretative signs will be installed in the educational and picnic area. The trees and vegetation will be planted in the park area, and the educational area will be equipped with lighting. A Reason to Survive (ARTS) will design a community-led piece in covered educational area. Contingency may be used to cover increases in construction costs due to inflation. After the project is completed the final CRAM Monitoring Report will be prepared, which will include a summary of the data collected for pre-project and post-project CRAM data.

- Deliverable:**
- Monthly status reports.
 - Bi-monthly MS4 Permit required stormwater compliance inspections.
 - Final documents for bidding and selection of subcontractor(s).
 - Construction Notice to Proceed (NTP).
 - Interpretative signage (4).
 - Photographs during and after construction (demo, remediation, grading of site, wetland construction, and planting/stabilization).
 - As-builts for final design.
 - Final CRAM Monitoring Report.



Task 4: Education, Outreach, Monitoring, and Reporting

Two community workshops will be held to engage the community in the design process for the educational/picnic area and art installation. Develop watershed and aquatic health curriculum related to San Diego Bay for National City School District.

Deliverable: Documentation of activities (agendas, meeting minutes/notes, or in progress reports, photos, community decisions, and attendance logs) for:

- Community Workshop #1.
- Community Workshop #2
- Watershed Curriculum Program.

Project Timeline:

#	Task Name	2022		2023				2024			
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Project Management										
2	Planning/Design/Engineering/Environmental										
3	Construction and Implementation										
4	Education and Outreach										

Note: The final completion date for the grant is December 31, 2024.



Budget:

	Task 1*	Task 2	Task 3	Task 4*	Total
Subcontractor(s)	\$0	\$243,664	\$622,444	\$0	\$866,108
Contingency**	\$0	\$0	\$90,892	\$0	\$90,892
IDC (15%)	\$0	\$0	\$0	\$0	\$0
Task Total	\$0	\$243,664	\$713,336	\$0	\$957,000
Agreement Total:					\$957,000

Note:

*Only includes tasks associated with In-Kind match, and no reimbursement is required.

**The design has not been completed for this project, and inflation has been unprecedented. There is some uncertainty for the bids for construction, and the contingency in Task 3 is intended to help cover the costs if the bids received for this project are greater than originally anticipated. Contingency for Task 3 will not be used if the bids fall within the cost estimate included in this grant agreement. However, if the contingency is not used under Task 3, it will be absorbed into other tasks, upon OPC approval.

Agreement Contacts:

Grantee: City of National City
Contact Name: Dennis Davies
Contact Number: (619) 887-1002
Contact Address: 1243 National City Blvd, National City, CA 91950
Contact Email: dennis@ppc-sd.com

California Natural Resources Ocean Protection Council
Contact Name: Maria Rodriguez
Contact Number: N/A
Contact Address: 1416 Ninth Street, Ste. 1311
 Sacramento, CA 95814
Contact Email: Maria.rodriquez@resources.ca.gov



AGENDA REPORT

Department: City Attorney's Office
Prepared by: Jennifer K. Gilman, Assistant City Attorney, City Attorney's Office
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Devaney Pate Morris & Cameron, LLP 1st Amendment to the Agreement

RECOMMENDATION:

Adopt Resolution amending the Agreement between National City and Devaney Pate Morris & Cameron, and authorize the City Manager to execute the First Amended Agreement.

BOARD/COMMISSION PRIOR ACTION:

N/A

EXPLANATION:

The City of National City and Devaney Pate Morris & Cameron entered into an Agreement on May 3, 2021 to assist in representing the City in connection with the City's land use and business matters regarding the San Diego Unified Port District for a not-to-exceed amount of \$25,000.

Both parties desire to amend the Agreement in order to pay for an increased scope of services provided by Devaney Pate Morris & Cameron. The Agreement seeks an amendment increasing the original not-to-exceed amount by \$25,000, for a total contract amount of \$50,000. Every other term and provision of the May 3, 2021 Agreement will remain in full force and effect.

FINANCIAL STATEMENT:

001-409-000-213-0000 Professional Services

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement
Exhibit B – First Amendment to the Agreement
Exhibit C - Resolution

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

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 3rd day of May, 2021 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and DEVANEY PATE MORRIS & CAMERON, LLP, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with the CITY’s land use and business matters regarding the San Diego Unified Port District subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on May 3, 2021 and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: (1) review, analysis and assessment of the San Diego Port Commission’s Master Plan Update and the associated Environmental Impact Report subject to this Agreement, (2) strategy sessions with the City Attorney and CITY staff to develop legal strategies and implementation strategies to ensure that the CITY and its residents and businesses are properly protected from the impacts of the San Diego Port Commission activities, while at the same time equitably sharing in the benefits from the San Diego Port Commission activities (3) business advice concerning San Diego Port matters and (4) advice and counsel to the City Council, and communications with CITY staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

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

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

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The

CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$25,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

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

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

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

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

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

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

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

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

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

(8) Travel and meals.

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

F. Bills from the FIRM should be submitted to Charles E. Bell, Jr., City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and

disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

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

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

(1) Complete.

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

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

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

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

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

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

(3) Appropriate.

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

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

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

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

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

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

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

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

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

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

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

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

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

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

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

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

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

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

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

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

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

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

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

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

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

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

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

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

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

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

Notice to the FIRM shall be addressed to:

Barry J. Schultz
Devaney Pate Morris & Cameron, LLP
402 West Broadway, Ste. 1300
San Diego, CA 92101-3542

cc: Sabrina Scialpi, Assistant to Barry J. Schultz
Devaney Pate Morris & Cameron, LLP
402 West Broadway, Ste. 1300
San Diego, CA 92101-3542

and to: bschultz@dpmclaw.com
sscialpi@dpmclaw.com

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

Article 15. Administrative Provisions.

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

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

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

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

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

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

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

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

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

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

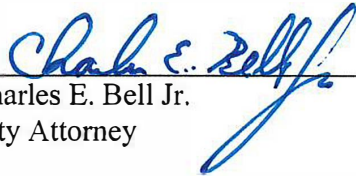
K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against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

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

CITY OF NATIONAL CITY

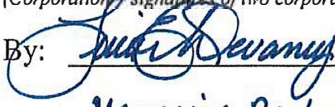
By: 
Brad Raulston, City Manager


APPROVED AS TO FORM:

By: 
Charles E. Bell Jr.
City Attorney

DEVANEY PATE MORRIS &
CAMERON, LLP

(Corporation - signatures of two corporate officers)

By: , Esq.
Title: Managing Partner

By: , Esq.
Title: Partner

ATTACHMENT A

Charles Bell Jr.

City Attorney

National City

On behalf of Devaney Pate Morris and Cameron I am pleased to submit the firm's proposal to provide special counsel legal services to the City of National City in connection with the San Diego's Port Commission's Port Master Plan Update environmental impact report and general business matters involving the Port of San Diego.

Firm Introduction

The DPMC firm is a local firm whose mission is passionate public service and commitment to local cities such as National City. We currently provide City Attorney contract services to the cities of Del Mar, Encinitas and Murrieta. In addition, we represent a number of special districts and other governmental entities. Our team, a carefully selected and talented group of twelve lawyers, have a combined 200 years of complex public agency experience.

Responsible Attorney Qualifications

I will be the primary attorney assigned to your project. I bring over 30 years of combined legal, planning and community development experience to my law practice. I currently serve as Assistant City Attorney to the cities of Murrieta, Del Mar, and Encinitas. I am also special counsel to the Vallejo Housing Authority. In my role as Assistant City Attorney I advise the cities' planning staff on processing land use entitlements, drafting land use regulations and policies and CEQA compliance. I have assisted city staff in the update of their general plans, including their housing elements and climate action plans. I also advise city staff on the preparation of environmental documents such initial studies, negative declarations, mitigated negative declarations and environment impact reports. I have included as an attachment a representative sample of CEQA matters I have been involved in with my current public entity clients.

In addition to my public entity work, I have represented both private and non-profit clients in all aspects of real estate development, with a particular focus on urban development including land acquisition, land use entitlements and financing for both residential and commercial developments.

As you and I have discussed I have a passion for community development. My community development experience includes having served as the executive director for the San Diego Capital Collaborative, the non-profit sponsor of a \$90 million workforce housing fund. In that capacity I was responsible for investor and government relations, as well as, the development and implementation of our socially responsible investment strategy. I also served as senior policy advisor and chief of staff to former San Diego Councilman William Jones. In this role I advised the councilman on policy issues involving affordable housing and community development in the Southeastern San Diego community. My full resume is included as an attachment.

Additionally, Ralph Hicks will assist on this Project. Ralph brings over 25 years of private and public experience with large scale development projects and regulatory experience to his practice. He has worked for the Port of San Diego and Port of Los Angeles. His bio is attached.

Scope of Work

As I understand it, the proposed scope of work is focused on the San Diego Port Commission development and adoption of their Port Master Plan Update and the associated Environmental Impact Report. Specifically, it will involve the review and analysis of the EIR and the preparation of comments to the EIR with a particular focus on economic impacts and environmental justice issues as they relate to National City. Additionally, the analysis will include an assessment of how the proposed Master Plan/EIR will be complementary to the City's National City Marina District Balanced Land Use Plan and associated environmental document. Included in the scope of work will be strategy sessions with City staff to develop legal strategies and implementation strategies to ensure that the City and its residents and businesses are properly protected from the impacts of the Port activities while at the same time equitably sharing in the benefits from the Port activities.

In addition, to the above referenced work, we will advise on business matters involving the Port on an as need basis.

Compensation

Our proposed hourly fee is \$250/hour. This rate is our public entity special counsel discount rate¹. As we discussed our legal services would be subject to a not to exceed amount. I am open to discussing that amount based on your budget constraints and our collective thoughts on how much time will be involved with this project.

I look forward to working with you on this project. I assume you have standard legal services contract which the City prefers. If not I am happy to provide you with our standard legal services contract.

Should you have any questions or wish to discuss further do not hesitate to contact me.

Sincerely,

Barry J. Schultz

¹ Our normal rate is \$300-350 for private clients. Our City Attorney contract services is rate is a blended rate between \$225-250 based on a monthly retainer model. Happy to explore other model to fit in with your legal budget.

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

**DEVANEY PATE MORRIS &
CAMERON, LLP**

(Corporation - signatures of two corporate officers)

By: *Judi Devaney*, Esq.
Title: *Managing Partner*

By: *[Signature]*, Esq.
Title: *Partner*

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DEVANEY PATE MORRIS & CAMERON, LLP**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this _____ day of July, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and Devaney Pate Morris & Cameron, (the “FIRM”).

RECITALS

WHEREAS, the CITY and the FIRM entered into an Agreement on May 3, 2021 (“the Agreement”), wherein the FIRM agreed to provide advice and counsel the CITY on matters relating to: the San Diego Port Commission’s Master Plan; San Diego Port Commission Activities; San Diego Port matters; and the National City Marina District Balanced Land Use Plan for a not-to-exceed amount of \$25,000.00; and

WHEREAS, the parties desire to amend the Agreement to cover the cost of providing the increase scope of services from the amount of \$25,000.00 to the not-to-exceed amount by \$25,000.00, for a total not-to-exceed amount of \$50,000.00.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The May 3, 2021 Agreement is hereby amended to cover the cost of the increased scope of services from original contract amount of \$25,000.00 by a not to-exceed increased amount of \$25,000.00, for a total not-to-exceed amount of \$50,000.00.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the May 3, 2021 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Gabriela M. Torres
Deputy City Attorney

**Devaney Pate Morris & Cameron,
LLP**

By: Barry J. Schultz

Title: PARTNER

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND DEVANEY PATE MORRIS & CAMERON, LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LAND USE AND BUSINESS MATTERS REGARDING THE SAN DIEGO UNIFIED PORT DISTRICT BY INCREASING THE NOT-TO-EXCEED AMOUNT BY \$25,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$50,000 TO COVER THE COST OF PROVIDING INCREASE SCOPE OF SERVICES

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

WHEREAS, on May 3, 2021, the City executed an agreement with Devaney Pate Morris & Cameron LLP to assist in representing the City in connection with the City’s land use and business matters regarding the San Diego Unified Port District for a not-to-exceed amount of \$25,000; and

WHEREAS, the City and Devaney Pate Morris & Cameron LLP desire to amend the Agreement to cover the costs of an increased of scope of services provided by Devaney Pate Morris & Cameron LLP; and

WHEREAS, the Agreement seeks an amendment increasing the original not-to-exceed amount by \$25,000, for a new total not-to-exceed amount of \$50,000; and

WHEREAS, every other term and provision of the May 3, 2021 Agreement will remain in full force and effect; and

WHEREAS, City staff recommends City Council approve the first amendment to an Agreement between the City of National City and Devaney Pate Morris & Cameron LLP by increasing the not-to-exceed amount by \$25,000 for a new not-to-exceed amount of \$50,000.

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

Section 1: Approves the first amendment to the Agreement between the City of National City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of land use and business matters regarding the San Diego Unified Port District by increasing the not-to-exceed amount by \$25,000 for a new total not-to-exceed amount of \$50,000 to cover the cost of providing an increased scope of services.

Section 2: Authorizes the City Manager to execute the first amendment to the Agreement between the City of National City and Devaney Pate Morris & Cameron LLP for legal services in the specialized area of land use and business matters regarding the San Diego Unified Port District by increasing the not-to-exceed amount by \$25,000 for a new total not-to-exceed amount of \$50,000 to cover the cost of providing an increased scope of services.

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 2nd day of August 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Luca Zappiello, Assistant Engineer – Civil, Engineering/Public Works Department
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorizing the Mayor to execute the State-Aid Master Agreement and the PSA No. Z44 with Caltrans for the Pedestrian Safety Enhancements Project to allow for reimbursement of up to \$60,000 in HISP Grant Funds.

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to 1) Execute the State-Aid Master Agreement; and 2) Execute Program Supplement Agreement (PSA) No. Z44 with the State of California Department of Transportation (Caltrans) for the Pedestrian Safety Enhancements Project to allow for reimbursement of up to \$60,000 in Eligible Project Expenditures through the Highway Safety Improvement Program (HSIP); and 3) authorizing the establishment of an Engineering Grants Fund Appropriation of \$60,000 and Corresponding Revenue Budget."

BOARD/COMMISSION PRIOR ACTION:

N/A

EXPLANATION:

On March 30, 2021, the California Department of Transportation (Caltrans) awarded a \$427,500 Highway Safety Improvement Program (HSIP) grant to the City of National City (City) for the Pedestrian Safety Enhancements Project. There is no local match requirement.

The \$427,500 award was distributed by Project phases as follows:

- Project Approval and Environmental Documents (PA&ED) - \$10,000
- Plans, Specifications and Estimate (PS&E) – \$50,000
- Construction (CON) - \$367,500

On January 24, 2022, Caltrans issued an Authorization to Proceed to the City for the PA&ED and PS&E phases, establishing the date for eligible reimbursement.

The Project will install pedestrian countdown signal heads, advance stop bar before crosswalks (Bicycle Box), and modify signal phasing to implement a Leading Pedestrian Interval (LPI) at eight (8) signalized intersections:

1. Harbison Ave & E. Plaza Blvd
2. Harbison Ave & E. 8th St.
3. E Plaza Blvd & Highland Ave
4. Highland Ave & E. 8th St.

5. Highland Ave & E. 21st St.
6. Highland Ave & E. 18th St.
7. National City Blvd & E 8th St.
8. Highland Ave & E 30th St.

This project was identified through the review of two previously completed safety planning projects:

- 1) The City of National City INTRACONnect Plan which was funded by a Caltrans Sustainable Transportation Planning Grant in 2018; and
- 2) National City Systematic Safety Analysis Report Program (SSARP) which was funded by a Caltrans HSIP grant and used data collected from the Statewide Integrated Traffic Records System (SWITRS) for the most recent and complete 5-year period, January 1, 2013-December 31, 2017, as part of a SSARP grant.

The eight (8) intersections were selected for this HSIP project from the City of National City INTRACONnect Plan and City of National City's SSARP that showed either a significant volume or severity of crashes.

Once the PA&ED and PS&E phases are complete, staff will return to the City Council for the appropriation of the Construction fund.

City Council Resolution authorizing the Mayor to execute the State-Aid Master Agreement and Program Supplement Agreement No. Z44 to allow the City to receive reimbursement of eligible project expenditures through the HSIP grant.

FINANCIAL STATEMENT:

HSIP Grant \$60,000

Revenue Account: 296-06051-3463

Expenditure Account: 296-409-500-598-6051 - \$60,000 (Pedestrian Safety Enhancements Project)

There is no local match requirement.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Minor Additions to Schools CCR 15314. This project qualifies for a Notice of Exemption. CCR 15374.

PUBLIC NOTIFICATION:

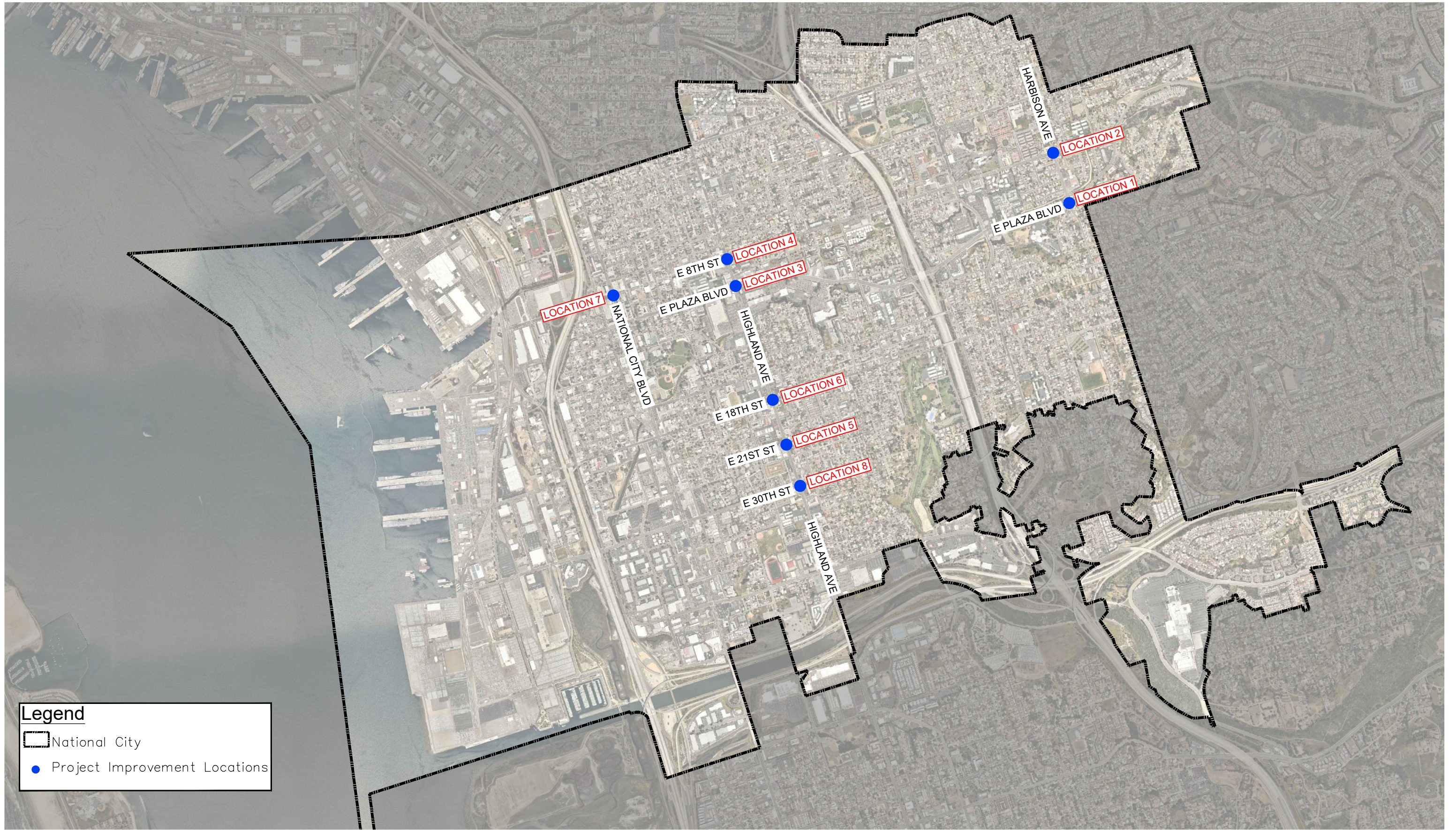
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

1. Exhibits
2. Allocation letter
3. Program Supplement Agreement & Master Agreement
4. Resolution



Legend

- National City
- Project Improvement Locations

NATIONAL CITY HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) - CYCLE 10

Attachment 2 - Vicinity and Location Map



DEPARTMENT OF TRANSPORTATION



Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

File : 11-SD-0-NATC
HSIPSL-5066(050)
Signalized intersections at
Harbison Ave/E Plaza Blvd,
Harbison Ave/E 8th St, E Plaza
Blvd/Highland Ave,

January 24, 2022

Mr. Roberto Yano
Director of Public Works/City Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Mr. Yano:

Your letter dated January 20, 2022 requested an allocation of State funds from the Highway Safety Improvement Program (HSIP) project (project location: Signalized intersections at Harbison Ave/E Plaza Blvd, Harbison Ave/E 8th St, E Plaza Blvd/Highland Ave, Highland Ave/E 8th St, Highland Ave/E 21st St, Highland Ave/E 18th St, ...). The State hereby makes the allocation in the amount of \$60,000.00 of State funds for Preliminary Engineering phase of this project effective January 24, 2022. You may now proceed with the Preliminary Engineering phase of the project. Any work for the Preliminary Engineering phase that has been approved for funding and is performed after this date will be eligible for reimbursement. Please refer to the Finance Letter for the complete approved funding of all phases for this project.

This Office will soon send you a Program Supplement Agreement for execution, along with a Master Agreement if one has not been executed. Please do not submit invoices for this project until the agreements are fully executed by both you and the State.

Invoices are to be submitted at a minimum of every six (6) months in order to remain active.

If you have any questions, please contact your District Local Assistance Engineer.

Sincerely,

Daniel Bui

for SUJAYA KALAINESAN, Chief
Office of Project Implementation - South
Division of Local Assistance

c: DLA AE Project Files
(11) DLAE - Bryan Ott (Acting)
Local Program Accounting
HQ HSIP Manager - Richard Ke

Mr. Roberto Yano
Director of Public Works/City Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

DEPARTMENT OF TRANSPORTATION
Division of Local Assistance
1120 N Street
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001

PROGRAM SUPPLEMENT NO. 000000Z44
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR STATE FUNDED PROJECTS NO 11-5066S21

Adv. Project ID 1122000139 Date: January 26, 2022
 Location: 11-SD-0-NATC
 Project Number: HSIPSL-5066(050)
 E.A. Number:
 Locode: 5066

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 11-5066S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Signalized intersections at Harbison Ave/E Plaza Blvd, Harbison Ave/E 8th St, E Plaza Blvd/Highland Ave, Highland Ave/E 8th St, Highland Ave/E 21st St, Highland Ave/E 18th St, ...

TYPE OF WORK: Install ped countdown signal heads, advance stop bar before crosswalk, modify signal phasing to LPI LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$60,000.00		\$60,000.00		\$0.00	\$0.00

CITY OF NATIONAL CITY

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee Date 1/31/2022 \$60,000.00

SPECIAL COVENANTS OR REMARKS

1.
 - A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
 - B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.
 - C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
 - D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
 - E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.
 - F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
 - G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

11	City of National City
-----	-----
District	Administering Agency

Agreement No. 11-5066S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of National City, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess

of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is

constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.
9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the

extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of National City

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of National City
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE MAYOR TO 1) EXECUTE THE STATE-AID MASTER AGREEMENT; AND 2) EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. Z44 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE PEDESTRIAN SAFETY ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$60,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP); AND 3) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$60,000 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, On March 30, 2021, the California Department of Transportation (Caltrans) awarded a \$427,500 Highway Safety Improvement Program (HSIP) grant to the City of National City (City) for the Pedestrian Safety Enhancements Project (“Project”). There is no local match requirement; and

WHEREAS, The \$427,500 award was distributed by Project phases as follows: Project Approval and Environmental Documents (PA&ED) - \$10,000; Plans, Specifications and Estimate (PS&E) – \$50,000; Construction (CON) - \$367,500; and

WHEREAS, The Project will install pedestrian countdown signal heads, advance stop bar before crosswalks (Bicycle Box), and modify signal phasing to implement a Leading Pedestrian Interval (LPI) at eight (8) signalized intersections: Harbison Ave & E. Plaza Blvd; Harbison Ave & E. 8th St.; E Plaza Blvd & Highland Ave; Highland Ave & E. 8th St.; Highland Ave & E. 21st St.; Highland Ave & E. 18th St.; National City Blvd & E 8th St.; Highland Ave & E 30th St.; and

WHEREAS, This project was identified through the review of two previously completed safety planning projects: The City of National City INTRACONnect Plan which was funded by a Caltrans Sustainable Transportation Planning Grant in 2018; and National City Systematic Safety Analysis Report Program (SSARP) which was funded by a Caltrans HSIP grant and used data collected from the Statewide Integrated Traffic Records System (SWITRS) for the most recent and complete 5-year period, January 1, 2013-December 31, 2017, as part of a SSARP grant.; and

WHEREAS, The eight (8) intersections were selected for this HSIP project from the City of National City INTRACONnect Plan and City of National City’s SSARP that showed either a significant volume or severity of crashes; and

WHEREAS, Once the PA&ED and PS&E phases are complete, staff will return to the City Council for the appropriation of the Construction fund.; and

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

Section 1: That the City Council hereby authorizes the Mayor to execute the State-Aid Master Agreement and Program Supplement Agreement No. Z44 to allow the City to receive reimbursement of eligible project expenditures through the HSIP grant.

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

PASSED and ADOPTED this 2th day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Luca Zappiello, Assistant Engineer – Civil, Engineering/Public Works Department
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Rescinding and Replacing City Council Resolution No. 2022-78, and revising SB1 Road Maintenance and Rehabilitation account Projects and Appropriations.

RECOMMENDATION:

Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Rescinding and Replacing Resolution No. 2022-78, adopted on May 17, 2022, to include the schedule and estimated useful life of each of the projects previously approved by said resolution and as required by Caltrans.”

BOARD/COMMISSION PRIOR ACTION:

Not applicable.

EXPLANATION:

On May 17, 2022, City Council approved two projects: (1) 8th Street and Roosevelt Avenue Active Transportation Corridor and (2) 2023 Pavement Rehabilitation to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017. In addition, City Council authorized the establishment of a Gas Tax Fund appropriation of \$1,430,342 for Fiscal Year 2023 and corresponding revenue budget for receipt of RMRA funds.

On June 1, 2022, staff submitted the Fiscal Year 22/23 (FY22/23) Project List Submittal to Caltrans identifying the 8th Street and Roosevelt Avenue Active Transportation Corridor and the 2023 Pavement Rehabilitation as the two projects that would receive the RMRA funding.

On June 7, 2022, staff was notified by Caltrans that the City’s Resolution No. 2022-78 did not contain the schedule and estimated useful life of the projects as required by Caltrans to be eligible for the Local Streets and Roads Funding Program as required by Senate Bill 1. Therefore, the City is required to update Resolution to add the required information.

The project descriptions including the schedule and estimated useful life of both projects that will receive funding from the RMRA, as required by SB 1 are:

- i. 8th Street and Roosevelt Avenue Active Transportation Corridor – The 8th Street and Roosevelt Avenue Active Transportation Corridor project will provide a connection between transit stations, the Navy Base, and multiple businesses and housing in the City of National City. It will construct approximately one-mile (2 miles if including both sides) of a 14’ wide multi-use path on: 8th Street between Harbor Drive and Roosevelt Avenue, Roosevelt Avenue between 8th Street and Division Street/Main Street, and

Main Street from Roosevelt Avenue to Yama Street. The project will also include various intersection adjustments for safety improvements along the corridor. The construction should start on March 2023 and completed on December 2025 with a useful life of 10 to 15 years.

- ii. 2023 Pavement Rehabilitation - Locations per the Citywide Pavement Condition Assessment – This project will provide pavement rehabilitation on National City Boulevard from 16th Street to 33rd Street, E. Plaza Boulevard from D Avenue to N Avenue, E. 16th Street between D Avenue and Highland Avenue and Mann Avenue from Beta Street to Alpha Street, 4th Street between Highland Avenue to easterly city boundary, L Avenue between 16th Street to 30th Street, Olive Avenue between 8th Street to Plaza Boulevard, I Avenue between 18th Street to 23rd Street, 24th Street between National City Boulevard to the 1500 block of 24th Street. The construction should start in July 2022 and be completed in June 2023 with a useful life of 10 to 15 years.

Staff recommends the City Council approve updating the City’s Resolution consistent with the instructions provided by Caltrans.

FINANCIAL STATEMENT:

Revenue and expenditure appropriations for these projects are in the adopted fiscal year 2023 budget.

Revenue Account: 109-00000-3416 (Gas Tax, SHC Sec 2030 RMRA) - \$1,430,342

Expenditure Account: 109-409-500-498-6035 (Street Resurfacing) - \$1,430,342

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Minor Additions to Schools CCR 15314. This project qualifies for a Notice of Exemption. CCR 15374.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

- 1. Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 2022-78, 1) APPROVING THE FOLLOWING PROJECT PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 – 8TH STREET AND ROOSEVELT AVENUE ACTIVE TRANSPORTATION CORRIDOR AND 2023 PAVEMENT REHABILITATION (LOCATIONS PER THE CITYWIDE PAVEMENT CONDITION ASSESSMENT) PROJECTS; AND 2) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,430,342 FOR FISCAL YEAR 2023 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS.

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of National City (“City”) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,430,342 in RMRA funding in Fiscal Year 2023 from SB 1; and

WHEREAS, this is the 6th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City prioritizes projects based on health and safety benefits, input from the community, project costs, schedule, available funding, and consistency with long-range planning documents and policies; and

WHEREAS, the list of projects proposed to receive funding from the RMRA was developed based on this criteria to ensure revenues are being used on high-priority and cost-effective projects that meet the community’s priorities for transportation investment; and

WHEREAS, revenues received from the RMRA will significantly assist the City in increasing the overall quality and sustainability of our transportation system for the benefit of the public; and

WHEREAS, the finding from SB 1 will help the City maintain and rehabilitate miles of streets throughout the City this year and several similar projects in the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an “at-risk” condition and this revenue will help us increase the overall quality of our road system and, over the next decade, will bring our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1. The foregoing recitals are true and correct.

Section 2. Approves and affirms that the following list of newly proposed projects will be funded in part of solely with the Fiscal Year 2023 Road Maintenance and Rehabilitation Account (“RMRA”) revenues:

- A. 8th Street and Roosevelt Avenue Active Transportation Corridor – The 8th Street and Roosevelt Avenue Active Transportation Corridor project will provide a connection between transit stations, the Navy Base, and multiple businesses and housing in the City of National City. It will construct approximately one mile (2 miles counting both sides) of a 14’ wide multi-use path on: 8th Street between Harbor Drive and Roosevelt Avenue, Roosevelt Avenue between 8th Street and Division Street/Main Street, and Main Street from Roosevelt Avenue to Yama Street. The project will also include various intersection adjustments for safety improvements along the corridor. The construction should start on March 2023 and completed on December 2025 with useful life of 10 to 15 years.
- B. 2023 Pavement Rehabilitation - Locations per the Citywide Pavement Condition Assessment – This project will provide pavement rehabilitation on National City Boulevard from 16th Street to 33rd Street, E. Plaza Boulevard from D Avenue to N Avenue, E. 16th Street between D Avenue and Highland Avenue and Mann Avenue from Beta Street to Alpha Street, 4th Street between Highland Avenue to easterly city boundary, L Avenue between 16th Street to 30th Street, Olive Avenue between 8th Street to Plaza Boulevard, I Avenue between 18th Street to 23rd Street, 24th Street between National City Boulevard to the 1500 block of 24th Street. The construction should start on July 2022 and completed on June 2023 with useful life of 10 to 15 years.

Section 3. Authorizes establishing a Gas Tax Fund appropriation of \$1,430,342 for the Fiscal Year 2023 and corresponding revenue budget for RMRA funds.

Section 4. The City Clerk shall certify the passage and adoption of this Resolution and enter in into the book of original Resolution.

PASSED and ADOPTED this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: David Welch, Associate Planner, Planning Division
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for the operation of a Tobacco Specialty Business located at 120 National City Blvd. (Case File No.: 2022-14 CUP)

RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD/COMMISSION PRIOR ACTION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: Castle, Miller, Sendt, Valenzuela, Yamane Absent: Natividad, Sanchez

EXPLANATION:

The property is developed with an existing commercial building comprised of two suites. The subject 896 square-foot suite (120 National City Blvd.) has been most recently vacant. The new tenant (Mr. V Smoke Shop) proposes to operate a tobacco specialty business that sells imported and domestic cigars and cigar smoking paraphernalia. Proposed hours of operation are 10:00 a.m. to 10:30 p.m. daily.

The Planning Commission conducted a public hearing on July 18, 2022 and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

Not applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

1. Overhead
2. Planning Commission Staff Report
3. Resolution No. 2022-15
4. Reduced Plans
5. PowerPoint slides from PC meeting

2022-14 CUP – 120 National City Blvd. – Overhead



ATTACHMENT 1



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE OPERATION OF A TOBACCO SPECIALTY BUSINESS LOCATED AT 120 NATIONAL CITY BLVD.

Case File No.: 2022-14 CUP

Location: West side of the 100 block of National City Boulevard

Assessor's Parcel Nos.: 555-020-14

Staff report by: David Welch – Associate Planner

Applicant: Mr. V Smoke Shop

Zoning designation: Downtown Specific Plan / Development Zone 1A

Adjacent use and zoning:

- North: Barber shop / Development Zone 1A
- East: Auto paint and body across National City Blvd. / Development Zone 2
- South: Vacant commercial suite / Development Zone 1A
- West: Fire safety equipment sales and residential across alley / Development Zone 1A

Environmental review: Not a project per California Environmental Quality Act (CEQA) as defined in Section 15378

Staff recommendation: Approve

ATTACHMENT 2

Staff Recommendation

Staff recommends approval of the request to operate a tobacco specialty business, subject to the attached recommended conditions. A tobacco specialty business is a conditionally-allowed use within Development Zone 1A of the Downtown Specific Plan.

Executive Summary

The property has an existing commercial building with two suites. The suite addressed 120 National City Boulevard has been vacant with the most recent use a drug addiction non-profit. The new tenant (Mr. V Smoke Shop) proposes to operate a tobacco specialty business that sells imported and domestic cigars and cigar smoking paraphernalia. Proposed hours of operation are 10:00 a.m. to 10:30 p.m. daily.

Site Characteristics

The project site is a suite within a small existing commercial building along National City Boulevard. The property is approximately 6,098 square feet in size. The suite is approximately 896 square feet in size and occupies half of the building, with the remaining space currently vacant. The area is mostly commercial in nature, with a few residences located on the same block as the proposed use.

Proposed Use

The applicant is proposing to sell tobacco products and paraphernalia in an existing 896 square-foot commercial retail suite. Proposed operation hours are 10:00 a.m. to 10:30 p.m. daily.

Analysis

Section 18.30.230 of the Land Use Code (LUC) allows for tobacco specialty businesses with an approved Conditional Use Permit (CUP). Additional requirements for a tobacco specialty business CUP include distance requirements, a restriction on the selling of alcohol or food, and a restriction on allowing minors on the premises without a parent or legal guardian.

As of 2016, the U.S. Food and Drug Administration (FDA) has regulatory authority over cigars and all other tobacco products. The FDA states that “cigars are not a safe alternative to cigarettes and cigar smoke is at least as toxic as

cigarette smoke, if not more.” Furthermore, the FDA has proposed product standards prohibiting flavored cigars to prevent youth initiation¹.

While this business proposes to primarily sell cigars, electronic cigarettes and similar products could also be sold under a CUP for a tobacco specialty business. The health effects of these products are a concern to the FDA due to the exposure to the risks of tobacco-related disease and death. In addition, safety problems have been reported including overheating, fires, and explosions, lung injuries, and seizure and other neurological symptoms. “A drastic increase in youth use of e-cigarette products in recent years” has led the FDA to increase prevention efforts.²

The Health and Environmental Justice (HEJ) element of the National City General Plan states that the rates of asthma and chronic obstructive pulmonary disease (COPD) are higher in the 91950 zip code than the rest of San Diego County. These diseases are tied to environmental air quality with risk factors stemming from both outdoor air pollution and cigarette smoke. One goal and one policy from the HEJ element are related to air quality and tobacco usage:

Goal HEJ-2: Improved air quality to protect human and environmental health and minimized air quality impacts on sensitive population groups.

Policy HEJ-2.8: Encourage smoke-free workplaces, multi-family housing, parks, and other outdoor gathering places to reduce exposure to second-hand smoke.

The above goal and policy do not specifically address the sale of tobacco or tobacco-related products. However, they are intended to reduce exposure of the public to the harmful effects of poor air quality and smoking. Conditions of approval are proposed to reduce this risk with restrictions related to products and advertising that may lead to youth initiation such as e-cigarettes and flavored cigars.

¹ U.S. Food & Drug Administration website (<https://www.fda.gov/tobacco-products/products-ingredients-components/cigars-cigarillos-little-filtered-cigars#:~:text=.FDA%20Regulation%20of%20Cigars,sale%2C%20and%20distribution%20of%20cigars.>)

² U.S. Food and Drug Administration website (<https://www.fda.gov/tobacco-products/products-ingredients-components/e-cigarettes-vapes-and-other-electronic-nicotine-delivery-systems-ends#Are%20You%20Looking%20for%20General%20Health%20Information%20about%20ENDS%20Products?>)

Land Use – A tobacco specialty business is defined as any business the primary use of which is the use and/or sale of tobacco products or paraphernalia. At least 40% of the floor area must be dedicated to the sale of these items to be considered this use. The proposed business is requesting retail sales of these items in excess of 40% of the floor area. The subject property is located within the Downtown Specific Plan in Development Zone 1A. A commercial business, including retail sales, is a permitted use in this zone.

Additional Requirements – Section 18.030.230 of the LUC requires a one thousand-foot distance from any school, playground, recreation center or facility, childcare center, or library in the City. No such land uses are within one thousand feet of the subject property. The applicant proposes to only sell to clients 21 years old or older. No alcohol or food sales are proposed for this business. Conditions of approval placing restrictions on the age of customers and prohibiting the sale of alcohol and food are attached.

Mailing – All property owners and occupants within a distance of 300 feet are required to be notified of a public hearing for CUP applications. Notice of this public hearing was sent to 86 occupants and owners.

Department Comments

Comments were received from the Building Division and Fire Department. These comments are related to physical improvements of the commercial suite and have been included as conditions of approval. The applicant has not proposed any commercial tenant improvements for the property at this time. In addition, the Institute for Public Strategies stated they have no comments.

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is permitted within Development Zone 1A of the Downtown Specific Plan pursuant to a CUP and the proposed use meets the required standards in the Land Use Code for a tobacco specialty business, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Tobacco specialty businesses are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. Commercial businesses are a permitted use in Development Zone 1A of the Downtown Specific Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site has sufficient access to streets and highways that are adequate in width and pavement type of traffic generated by the proposed use, since National City Boulevard is classified as an arterial street in the Circulation Element, and the use will be within an existing retail suite and thus is not expected to result in an appreciable increase in traffic.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed retail use is compatible with nearby businesses; and since the proposed use will be subject to conditions that limit the sale and display of tobacco products and/or electronic cigarettes to minors.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in Development Zone 1A.

Finding for Denial

Due to the health risks of tobacco usage, there is also a finding for denial as follows:

1. The proposed use is not deemed essential and desirable to the public convenience and welfare, since the proposed use for the sale and display of tobacco products and paraphernalia may lead to more people trying the products, which are known to cause disease and lead to premature death.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to the operation of a tobacco specialty business.

CEQA

The project is not subject to CEQA as the proposal involves a retail use on a commercial-zoned property which allows retail uses by right. No physical or environmental impacts would occur as a result of approval of this application.

Summary

A tobacco specialty store is a retail use, permitted with the issuance of a CUP in Development Zone 1A of the Downtown Specific Plan. Concerns related to advertising and sales to minors or of incidental drug use are addressed by Conditions of Approval. The business would also be required to comply with all applicable federal government regulations.

Options

1. Approve 2022-14 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2022-14 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings for Approval/Denial
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2022-14 CUP, dated 2/22/2022)
5. Public Hearing Notice (Sent to 86 property owners & occupants)
6. Resolutions

David Welch

DAVID WELCH
Associate Planner

ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2022-14 CUP – Mr. V Smoke Shop

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is permitted within Development Zone 1A of the Downtown Specific Plan pursuant to a CUP and the proposed use meets the required standards in the Land Use Code for a tobacco specialty business, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because tobacco specialty businesses are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. Commercial businesses are a permitted use in Development Zone 1A of the Downtown Specific Plan.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the site has sufficient access to streets and highways that are adequate in width and pavement type of traffic generated by the proposed use, since National City Boulevard is classified as an arterial street in the Circulation Element, and the use will be within an existing retail suite and thus is not expected to result in an appreciable increase in traffic.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed retail use is compatible with nearby businesses; and since the proposed use will be subject to conditions that limit the sale and display of tobacco products and/or electronic cigarettes to minors.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA,

as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in Development Zone 1A.

RECOMMENDED FINDING FOR DENIAL

2022-14 CUP – Mr. V Smoke Shop

1. The proposed use is not deemed essential and desirable to the public convenience and welfare, since the proposed use for the sale and display of tobacco products and paraphernalia may lead to more people trying the products, which are known to cause disease and lead to premature death.

RECOMMENDED CONDITIONS OF APPROVAL

2022-14 CUP – Mr. V Smoke Shop

General

1. This Conditional Use Permit authorizes the sale tobacco and tobacco related products and paraphernalia at a retail store (Mr. V Smoke Shop) located at 120 National City Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2022-14 CUP, dated 2/22/2022.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Building

6. Building plans and permits shall be required to meet the 2019 California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes if submitted prior to the end of the City working calendar year.

Fire

7. Project shall be designed to code.
8. The National City Fire Department utilizes all current codes and ordinances. Currently, we are using the 2019 editions of NFPA, CFC, and the current edition of the CCR.

ATTACHMENT 2

9. No smoking shall be allowed inside of business at any time, per California law.
10. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Planning

11. No tobacco sales are permitted until the applicant has been issued a Cigarette and Tobacco Products Retailer's License from the California Department of Tax and Fee Administration.
12. The sale of tobacco and tobacco related products and paraphernalia shall only be permitted between the hours of 10:00 a.m. and 10:30 p.m. daily.
13. The business shall not permit persons under the age of 21 to be on the premises.
14. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.
15. Excepting business identification signage, exterior advertising and signs of all types, promoting or indicating the availability of electronic cigarettes (e-cigarettes), personal vaporizers (PV), or electronic nicotine delivery systems (ENDS), collectively known as electronic cigarettes, flavored tobacco products, or traditional tobacco products, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of electronic cigarettes, flavored tobacco products and signs, which are clearly visible to the exterior, shall constitute a violation of this condition
16. No sales of tobacco products, electronic cigarettes, personal vaporizers, or any other electronic or non-electronic nicotine delivery systems are permitted to minors.
17. No alcohol or food may be sold on the premises.
18. No products containing tetrahydrocannabinol (THC), or any other cannabinoid, may be sold on the premises.
19. No employee of the business may smoke within 20 feet of the main entrance.
20. The business shall comply with all requirements of the U.S. Food and Drug Administration (FDA) related to electronic cigarettes (e-cigarettes), personal vaporizers (PV), electronic nicotine delivery systems (ENDS), or any tobacco or tobacco-related products sold at the store.

21. The permittee shall comply with a regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of tobacco products.



CITY OF NATIONAL CITY - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR THE OPERATION OF A
TOBACCO SPECIALTY BUSINESS
LOCATED AT 120 NATIONAL CITY BOULEVARD
CASE FILE NO.: 2022-14 CUP
APN: 555-020-14

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, July 18, 2022**, on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Mr. V Smoke Shop)

Due to the precautions taken to combat the continued spread of coronavirus (COVID-19), City Council Chambers are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://nationalcityca.new.swagit.com/views/33>.

The applicant is proposing to operate a new tobacco specialty business within an existing 896 square-foot commercial suite. The business proposes to sell imported and domestic cigars and cigar smoking paraphernalia and will serve customers 21 years of age and older. Operating hours will be from 10:00 am to 10:30 pm daily.

Plans are available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 4:00 p.m., **July 18, 2022** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff who can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

ARMANDO VERGARA
Director of Community Development

RESOLUTION NO. 2022-15

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A
TOBACCO SPECIALTY BUSINESS (MR. V SMOKE SHOP)
LOCATED AT 120 NATIONAL CITY BLVD.
CASE FILE NO. 2022-14 CUP
APN: 555-020-14

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a tobacco specialty business in an existing commercial suite (Mr. V Smoke Shop) located at 120 National City Blvd. at a duly advertised public hearing held on July 18, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2022-14 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 18, 2022, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is permitted within Development Zone 1A of the Downtown Specific Plan pursuant to a CUP and the proposed use meets the required standards in the Land Use Code for a tobacco specialty business, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because tobacco specialty businesses are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. Commercial businesses are a permitted use in Development Zone 1A of the Downtown Specific Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the site has sufficient access to streets and highways that are adequate in width and pavement type of traffic generated by the proposed use, since National City Boulevard is classified as an arterial street in the Circulation Element, and the use will be within an existing retail suite and thus is not expected to result in an appreciable increase in traffic.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed retail use is compatible with nearby businesses; and since the proposed use will be subject to conditions that limit the sale and display of tobacco products and/or electronic cigarettes to minors.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in Development Zone 1A.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of tobacco and tobacco related products and paraphernalia at a retail store (Mr. V Smoke Shop) located at 120 National City Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2022-14 CUP, dated 2/22/2022.
2. Before this Conditional Use Permit shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form

within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This Conditional Use Permit may be revoked if the operator is found to be in violation of any Conditions of Approval.

Building

6. Building plans and permits shall be required to meet the 2019 California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes if submitted prior to the end of the City working calendar year.

Fire

7. Project shall be designed to code.
8. The National City Fire Department utilizes all current codes and ordinances. Currently, we are using the 2019 editions of NFPA, CFC, and the current edition of the CCR.
9. No smoking shall be allowed inside of business at any time per, California law.
10. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Planning

11. No tobacco sales are permitted until the applicant has been issued a Cigarette and Tobacco Products Retailer's License from the California Department of Tax and Fee Administration.

12. The sale of tobacco and tobacco related products and paraphernalia shall only be permitted between the hours of 10:00 a.m. and 10:30 p.m. daily.
13. The business shall not permit persons under the age of 21 to be on the premises.
14. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.
15. Excepting business identification signage, exterior advertising and signs of all types, promoting or indicating the availability of electronic cigarettes (e-cigarettes), personal vaporizers (PV), or electronic nicotine delivery systems (ENDS), collectively known as electronic cigarettes, flavored tobacco products, or traditional tobacco products, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of electronic cigarettes, flavored tobacco products and signs, which are clearly visible to the exterior, shall constitute a violation of this condition
16. No sales of tobacco products, electronic cigarettes, personal vaporizers, or any other electronic or non-electronic nicotine delivery systems are permitted to minors.
17. No alcohol or food may be sold on the premises.
18. No products containing tetrahydrocannabinol (THC), or any other cannabinoid, may be sold on the premises.
19. No employee of the business may smoke within 20 feet of the main entrance.
20. The business shall comply with all requirements of the U.S. Food and Drug Administration (FDA) related to electronic cigarettes (e-cigarettes), personal vaporizers (PV), electronic nicotine delivery systems (ENDS), or any tobacco or tobacco-related products sold at the store.
21. The permittee shall comply with a regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of tobacco products.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 18, 2022, by the following vote:

AYES: Castle, Miller, Sendt, Valenzuela, Yamane

NAYS: None.

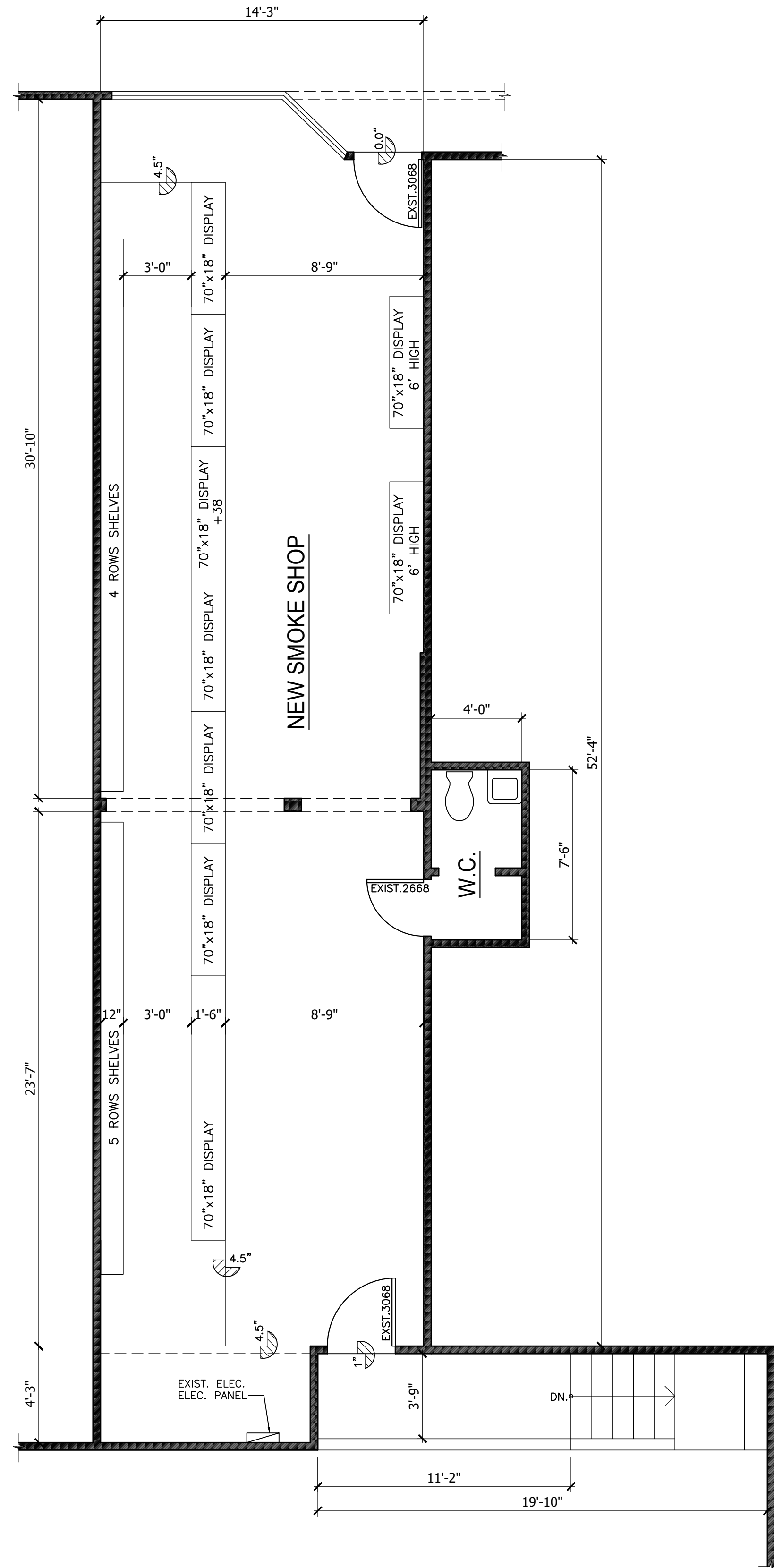
ABSENT: Natividad, Sanchez

ABSTAIN: None.

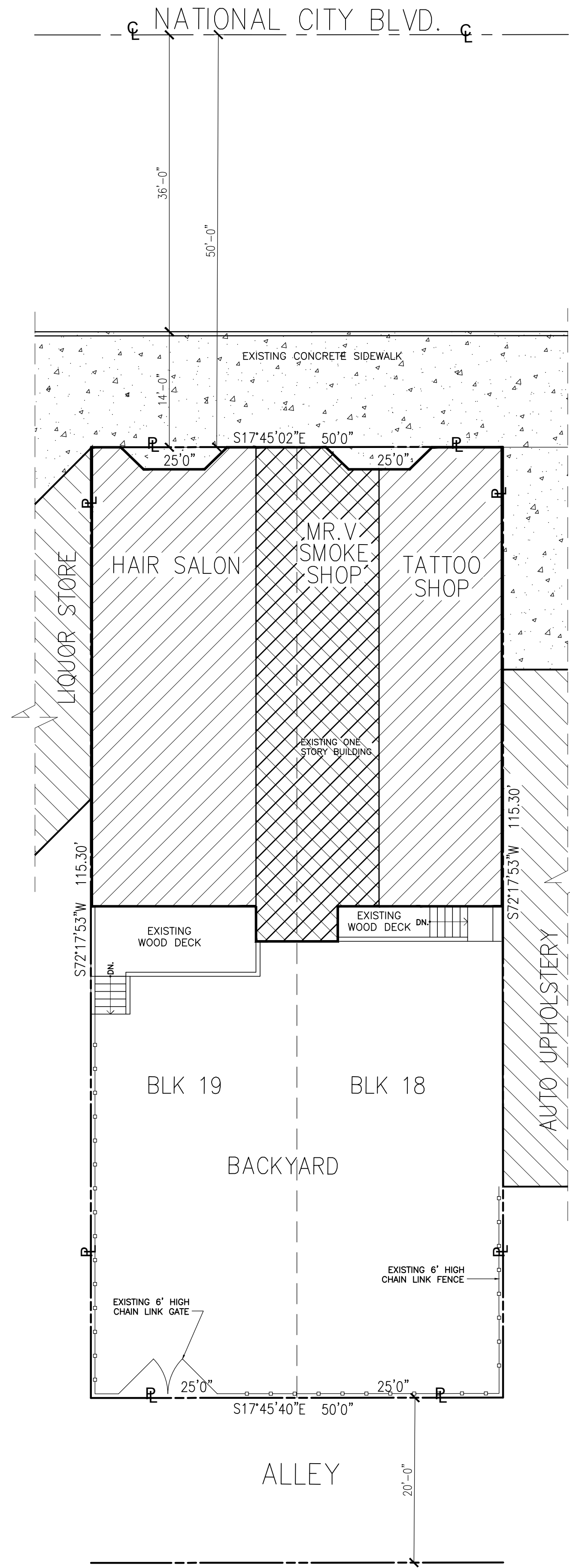
CHAIRPERSON

TOTAL AREA OF LEASE SPACE
(896 SQ.FT.)

NOTE:
BUSINESS HOURS: 9 AM TO 9 PM
7 DAYS A WEEK



FLOOR PLAN
SCALE 1/4" = 1'-0"



SITE PLAN
SCALE 1" = 10'-0"

SCOPE OF WORK:

EXISTING SHOP TO BE USE AS SMOKE SHOP, NO CHANGES TO STRUCTURE, ELECTRICAL, OR ANY ADDITION TO THE BUILDING, NEW SHELVES, AND PRODUCT DISPLAY CABINETS.

SHEET INDEX:

A-1) 1"=20' SITE PLAN, VICINITY MAP, SITE DATA, FLOOR PLAN.

LEGAL INFORMATION:

LEGAL DESCRIPTION:
BLK 2*LOTS 18 & 19*

PROJECT NAME:
MR.V SMOKE SHOP

ZONING:
DOWNTOWN SPECIFIC PLAN

BUILDING ADDRESS:
120 NATIONAL CITY BOULEVARD,
NATIONAL CITY, CA 91950

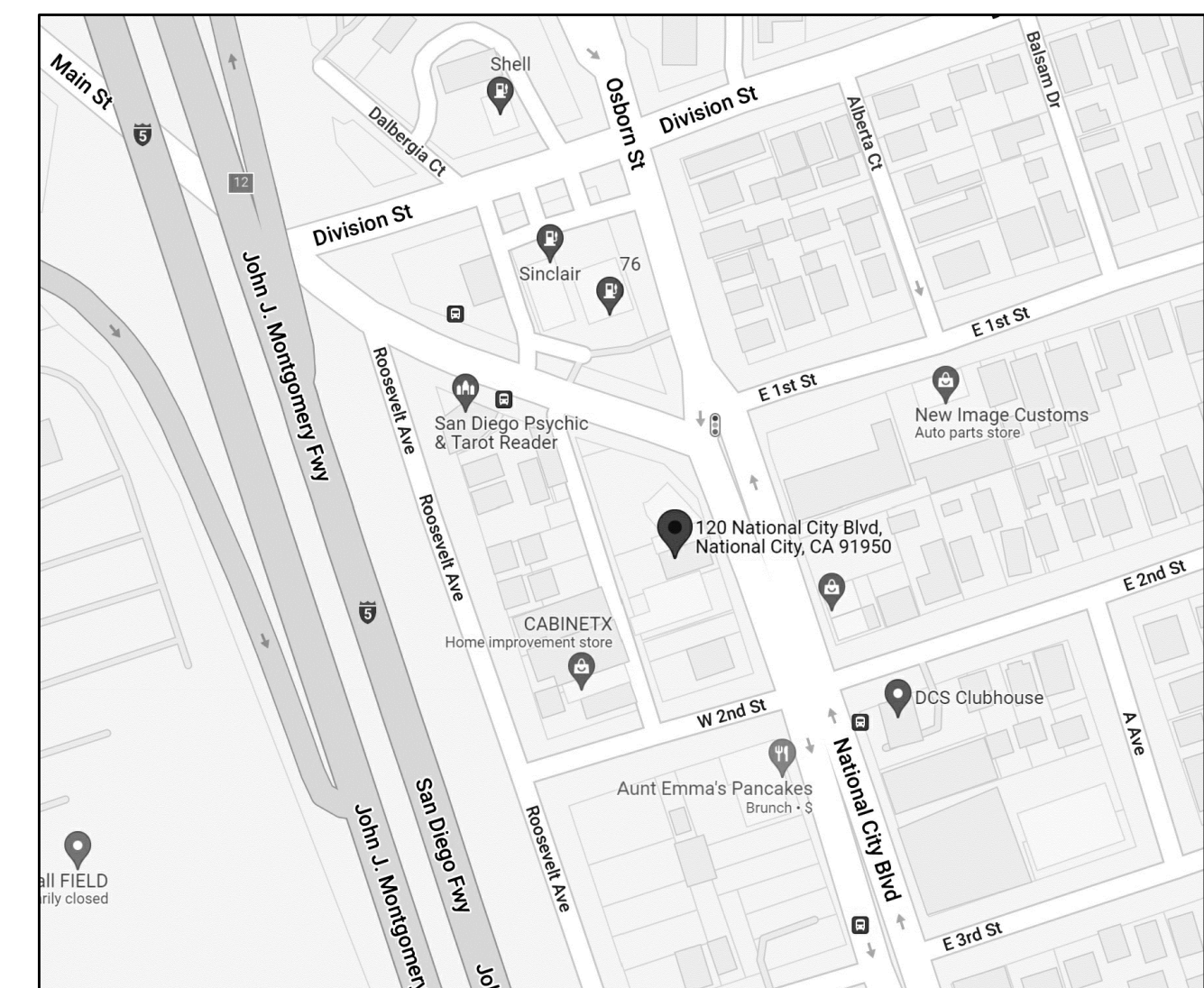
A.P.N. #: 555-020-14-00

TYPE OF CONSTRUCTION: V-B
STORIES: SINGLE

CONTACT: BUSINESS OWNER
HAITHAM PUTRUS
2546 WIND RIVER RD
EL CAJON CA 92019
CELL: 619-654-4348

BUILDING OWNER:
NATIONAL CITY PROPERTIES LLC
JOEL TUBAO
657 10TH STREET
IMPERIAL BEACH
CA 91932

THE PROJECT WILL COMPLY WITH THE FOLLOWING BUILDING CODES:
a. 2019 CALIFORNIA BUILDING CODE (CBC)
b. 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)
c. 2019 CALIFORNIA ELECTRICAL CODE (CEC)
d. 2019 CALIFORNIA MECHANICAL CODE (CMC)
e. 2019 CALIFORNIA PLUMBING CODE (CPC)
f. 2019 CALIFORNIA FIRE CODE (CFC)
g. 2019 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS (CBEES)



VICINITY MAP
NO SCALE

REVISIONS

PLANS PREPARED BY:
RABIE MIKHA
TELL: (619) 729-5953

PROJECT:
MR.V SMOKE SHOP
120 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

SITE PLAN
FLOOR PLAN

DRAWN R.M.
DATE 04/05/2022
SCALE
JOB NO.
SHEET

A-1

OF SHEETS

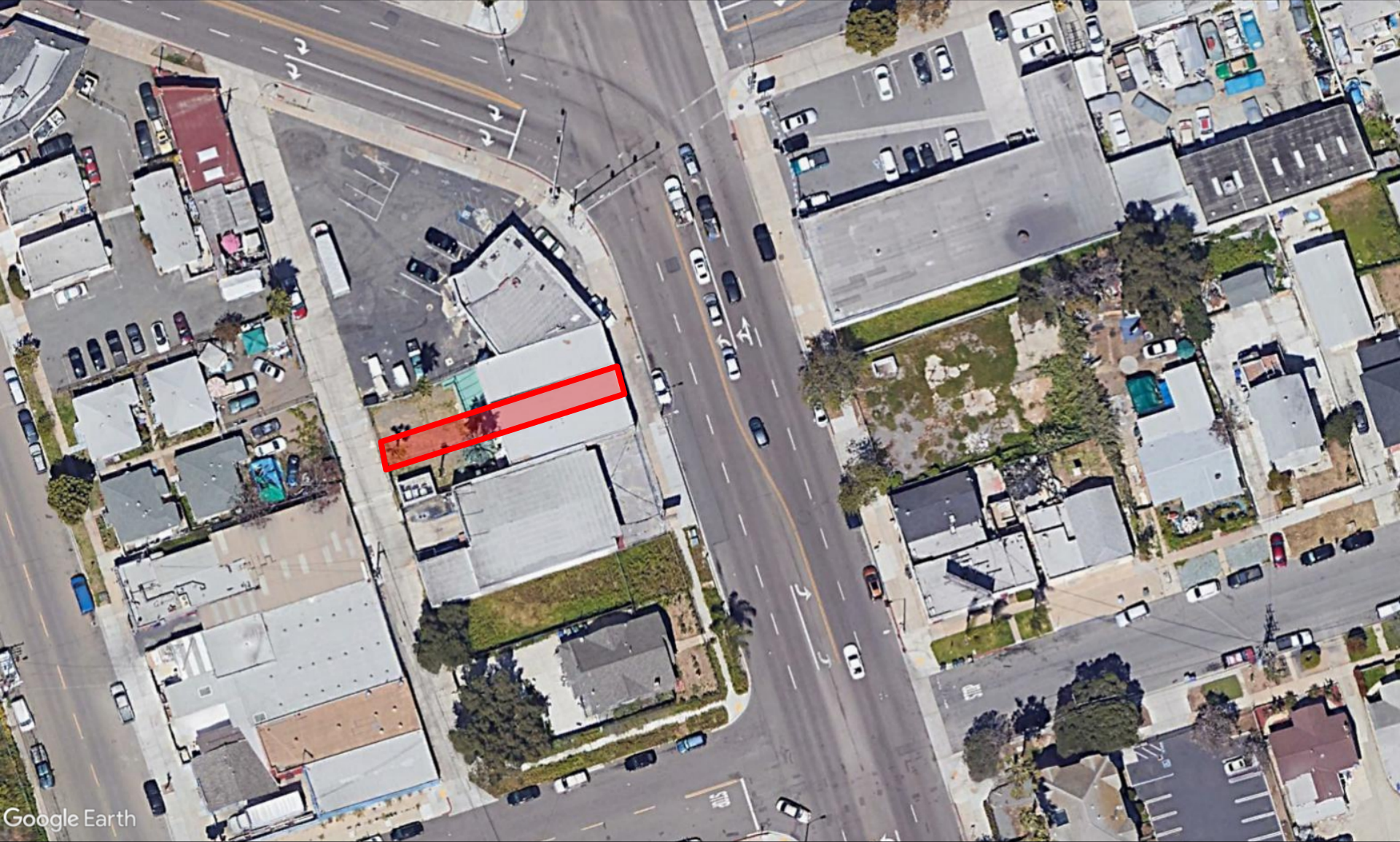


Public Hearing

Conditional Use Permit for the operation of a tobacco specialty business (Mr. V Smoke Shop) at 120 National City Blvd.

ATTACHMENT 5

Overhead:



Google Earth



Site Characteristics:

- Project site is an existing 896 square-foot commercial suite on a 6,098 square-foot site in Development Zone 1A of the Downtown Specific Plan.
- Surrounding land uses include a barber shop to the north, an auto paint and body shop to the east across National City Boulevard, a vacant commercial suite to the south, and a commercial business to the west across the alley.
- A few residences exist on the same block as the proposed use.

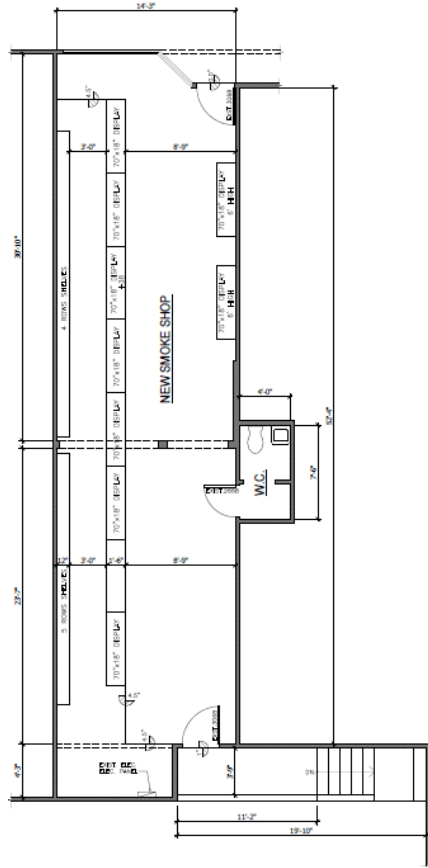
Proposal:

- The applicant proposes to operate a tobacco specialty business (Mr. V Smoke Shop) that sells imported and domestic cigars and cigar smoking paraphernalia.
- Proposed hours of operation are 10:00 a.m. to 10:30 p.m. daily.

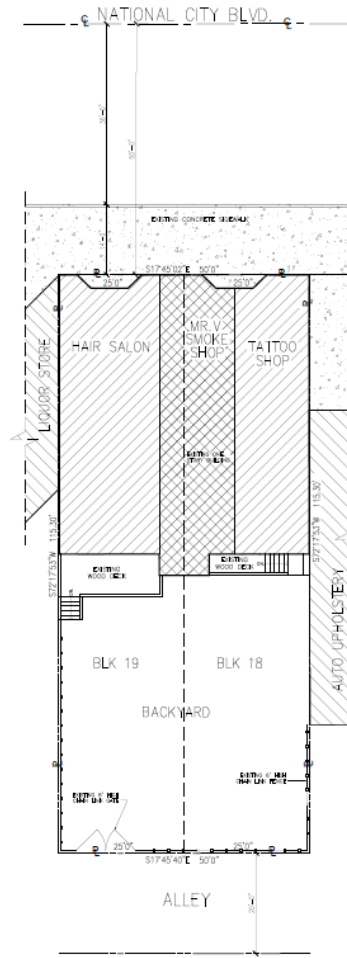
Proposed Floor Plan and Site Plan:

TOTAL AREA OF LEASE SPACE
(896 SQ.FT.)

NOTE:
BUSINESS HOURS: 9 AM TO 9 PM
7 DAYS A WEEK



FLOOR PLAN
SCALE 1/4" = 1'-0"



SITE PLAN
SCALE 1" = 10'-0"

SCOPE OF WORK:

EXISTING SHOP TO BE USE AS SMOKE SHOP, NO CHANGES TO STRUCTURE, ELECTRICAL, OR ANY ADDITION TO THE BUILDING, NEW SHELVES, AND PRODUCT DISPLAY CABINETS.

SHEET INDEX:

A-1) 1"=20' SITE PLAN, VICINITY MAP, SITE DATA, FLOOR PLAN.

LEGAL INFORMATION:

LEGAL DESCRIPTION:
BLK 2' LOTS 18 & 19'

PROJECT NAME:
MR.V SMOKE SHOP

ZONING:
DOWNTOWN SPECIFIC PLAN

BUILDING ADDRESS:
120 NATIONAL CITY BOULEVARD,
NATIONAL CITY, CA 91950

A.P.N. #: 555-020-14-00

TYPE OF CONSTRUCTION: V-B
STORIES: SINGLE

CONTACT: BUSINESS OWNER
HATHIEM PUTRUS
2546 WIND RIVER RD
EL CAJON CA 92019
CELL: 619-654-4348

BUILDING OWNER:
NATIONAL CITY PROPERTIES LLC
JOEL TUBAO
657 10TH STREET
IMPERIAL BEACH
CA 91932

THE PROJECT WILL COMPLY WITH THE FOLLOWING BUILDING CODES:
 a. 2019 CALIFORNIA BUILDING CODE (CBC)
 b. 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)
 c. 2019 CALIFORNIA ELECTRICAL CODE (CEC)
 d. 2019 CALIFORNIA MECHANICAL CODE (CMC)
 e. 2019 CALIFORNIA PLUMBING CODE (CPC)
 f. 2019 CALIFORNIA FIRE CODE (CFC)
 g. 2019 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS (CIES)



VICINITY MAP
NO SCALE

1	REVISIONS
2	
3	
4	
5	

PLANS PREPARED BY:
RABIE MIKHA
TELL: (619) 729-5953

PROJECT:
MR.V SMOKE SHOP
120 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

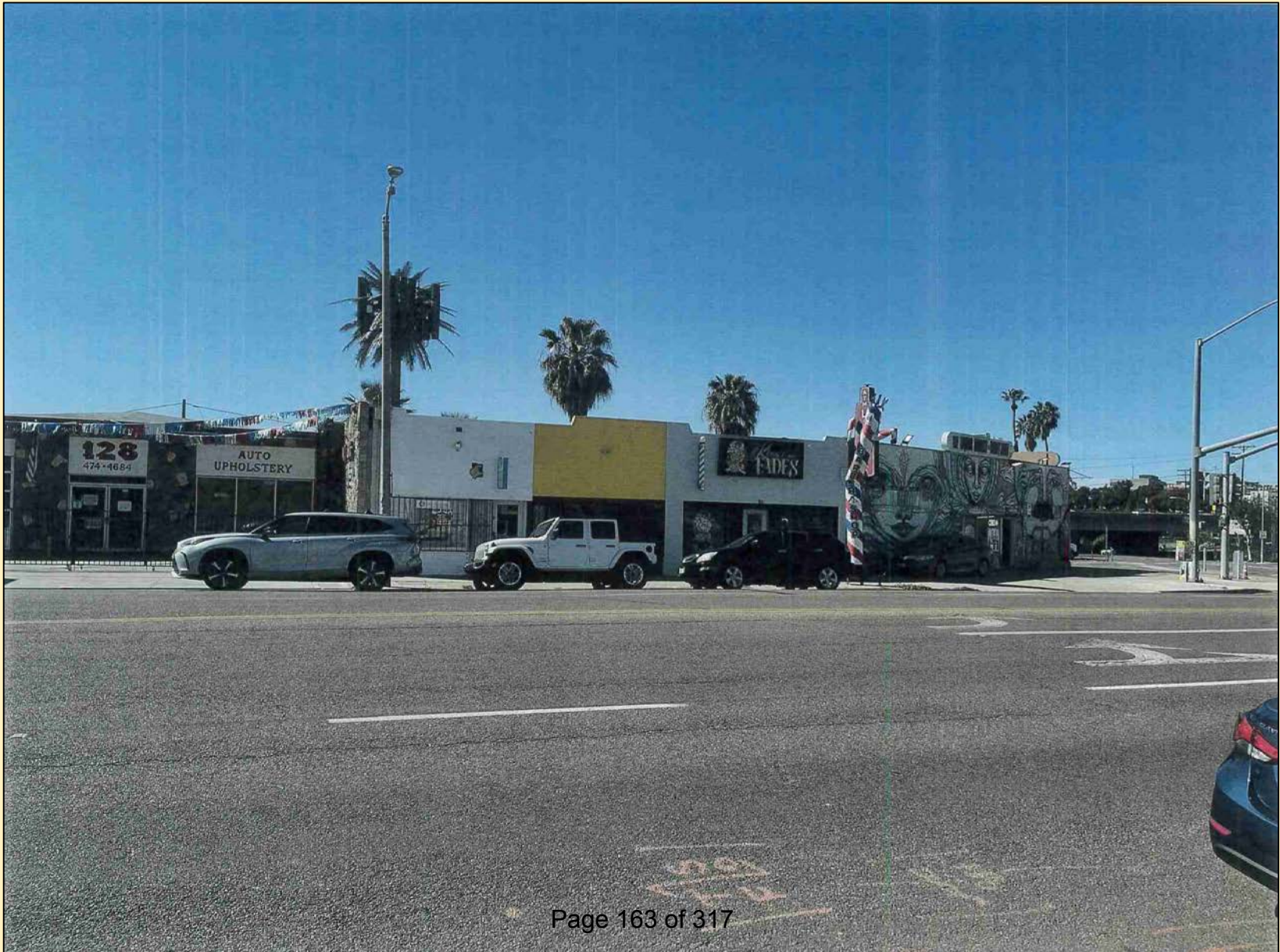
**SITE PLAN
FLOOR PLAN**

DATE: 04/26/2023
SCALE:
JOB: NO:
SHEET:

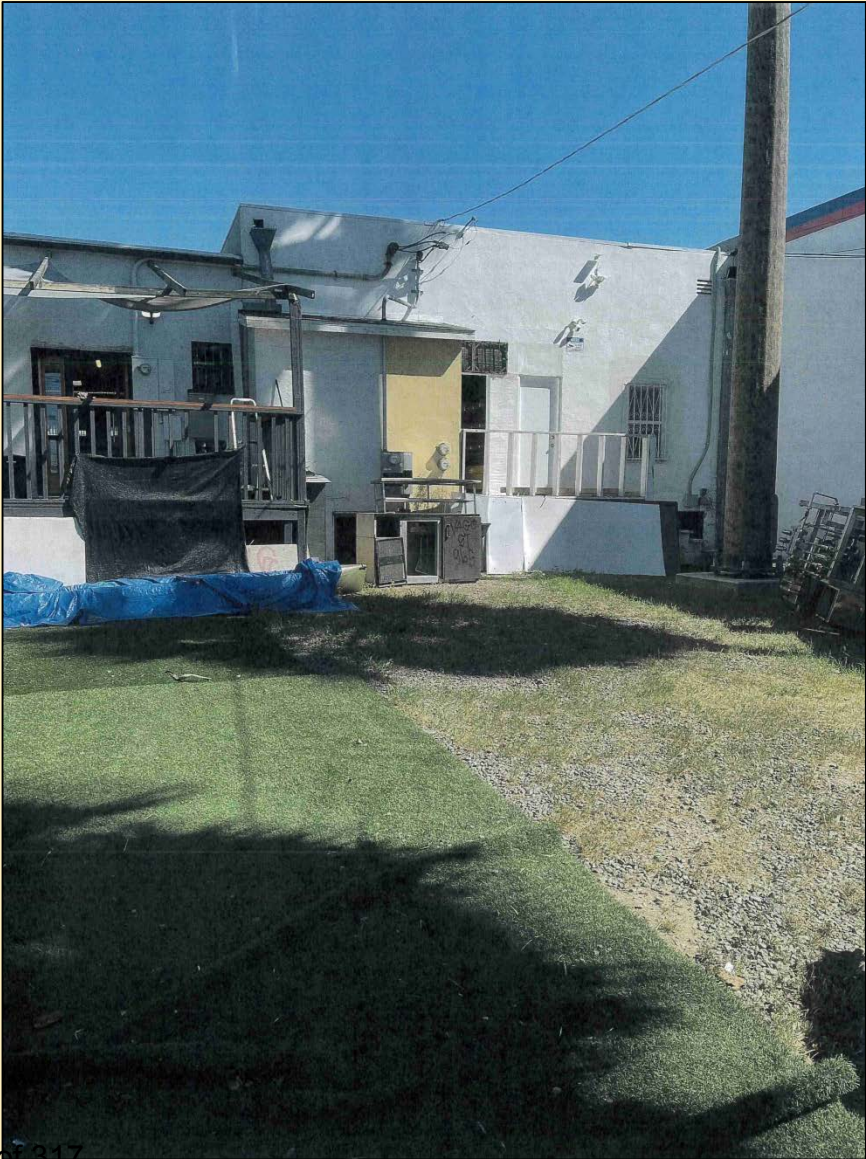
A-1

1 OF 1 SHEET

Site Photos:



Site Photos:



Analysis:

- A tobacco specialty business is defined as any business the primary use of which is the use and/or sale of tobacco products and paraphernalia with at least 40% of the floor area dedicated to the sale of these items.
- The proposed business is retail sales of cigars and cigar smoking paraphernalia.
- Development Zone 1A of the Downtown Specific Plan permits commercial business, including retail sales. A retail tobacco specialty business is allowed with approval of a CUP.

Analysis cont.:

- Section 18.30.230 has additional requirements for tobacco specialty businesses:
 - 1,000-foot distance from any school, playground, recreation center or facility, childcare center, or library in the City.
 - No alcohol or food sales on the premises.
 - No person under 21 allowed on the premises without parent or legal guardian.
- No such land uses listed above are within 1,000 feet of the subject property.
- No alcohol or food sales are proposed for this business.
- A condition is proposed to not allow persons under 21 on the premises.

Analysis cont.:

- The U.S. Food and Drug Administration (FDA) states that “cigars are not a safe alternative to cigarettes and cigar smoke is at least as toxic as cigarette smoke, if not more.”
- Product standards prohibiting flavored cigars to prevent youth initiation have been proposed by the FDA.¹
- Electronic cigarettes and similar products carry the risks of exposure to tobacco-related disease and death. The FDA has observed a drastic increase in youth use of these types of products.²
- While the proposed business intends to sell cigar products, electronic cigarettes and other tobacco products could be sold under a CUP for a tobacco specialty business.

1 U.S. Food & Drug Administration website (https://www.fda.gov/tobacco-products/products-ingredientscomponents/cigars-cigarillos-little-filtered-cigars#:~:text=_FDA%20Regulation%20of%20Cigars,sale%2C%20and%20distribution%20of%20cigars.)

2 U.S. Food and Drug Administration website (<https://www.fda.gov/tobacco-products/products-ingredientscomponents/e-cigarettes-vapes-and-other-electronic-nicotine-delivery-systemsends#Are%20You%20Looking%20for%20General%20Health%20Information%20about%20ENDS%20Prducts?>)

General Plan:

- A retail tobacco specialty business is permitted, subject to a CUP, which is consistent with the Land Use and Community Character element of the General Plan.

General Plan cont.:

- The Health and Environmental Justice (HEJ) element of the General Plan raises concerns about the health impacts of poor air quality including cigarette smoke.
- One goal and one policy from the HEJ are related to air quality and tobacco usage:
 - Goal HEJ-2: Improved air quality to protect human and environmental health and minimized air quality impacts on sensitive population groups.
 - Policy HEJ-2.8: Encourage smoke-free workplaces, multi-family housing, parks, and other outdoor gather places to reduce exposure to second-hand smoke.

General Plan cont.:

- The HEJ goal and policy do not specifically address retail sales of tobacco or tobacco-related products. However, they are intended to reduce exposure of the public to the harmful effects of poor air quality and smoking.
- Conditions of approval are proposed for products and advertising that may lead to youth initiation such as e-cigarettes and flavored cigars.

CEQA:

- The project is not subject to CEQA as the proposal involves a retail use on a commercial-zoned property which allows retail uses by right. No physical or environmental impacts would occur as a result of approval of this application.

Conditions:

- Conditions of approval include:
 - Department comments related to any potential physical improvements (none are proposed at this time)
 - Hours of operation (10:00 a.m. to 10:30 p.m. daily)
 - No one under age of 21 permitted
 - Cigarette and Tobacco Products Retailer's License from the State
 - Obtaining and maintaining an active business license
 - Restrictions on advertising that may be viewed from the public
 - No alcohol or food may be sold
 - No products containing THC
 - No employee smoking within 20 feet of the main entrance
 - Compliance with any FDA requirements

Options:

- Approve CUP based on attached findings / findings determined by the Commission, subject to attached conditions; or
- Deny CUP based on findings to be determined by the Commission; or,
- Continue the item for additional information

- Staff recommending approval

- Notice of Decision to City Council



AGENDA REPORT

Department: Library and Community Services
Prepared by: Joyce Ryan, Library & Community Services Director
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Authorize the Acceptance of the Parks Pass 2022 Library Program Grant.

RECOMMENDATION:

Approve the Resolution entitled, "Resolution of the City Council of the City of National City California, Authorizing the Acceptance of the Parks Pass 2022 Program Grant in the Amount of \$4,375.50 from the California State Library to Fund Library Parks pass Programs and Authorizing the Establishment of a Library Grants Fund Appropriation of \$4,375.50 and Corresponding Revenue Budget.

BOARD/COMMISSION PRIOR ACTION:

Approved by Board of Library Trustees at July 6, 2022 meeting.

EXPLANATION:

The California State Library is awarding the National City Public Library \$4,375.50 for the Parks Pass Program to provide two excursions to local State Parks to promote the State of California Parks Pass Program. Each Library in the State of California received State Parks Passes to enable patrons to borrow and, then, enjoy California State Parks. The passes are available through our Library to check out for seven days. In order to promote their checkout, the State Library created a grant program to enable library awardees to provide excursions to patrons and encourage the use of our State Parks.

The Library Parks Pass Grant will fund two excursions and explorer backpacks for participants to two local State Parks, Tijuana Estuary and Old Town State Park. Transportation to these locations is available through grant funding. In addition, library participants will receive explorer backpacks that will help them enjoy the excursions. Each excursion will accommodate up to 40 patrons. These programs will highlight the variety of mental and physical benefits of being outdoors, and transportation to the locations will remove the barrier to access. In addition, tour guides at the two locations will be able to engage patrons in English and Spanish and all promotional materials will be created in English and Spanish, as well.

FINANCIAL STATEMENT:

Adoption of the resolution will approve the acceptance of the State Library Parks Pass grant in the amount of \$4,375.50 and establish a Library Grants fund appropriation of \$4,375.50 and corresponding revenue budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

1. Award Letter, Agreement and Certificate of Compliance
2. Resolution



June 8, 2022

Joyce Ryan, Library and Community Services Director
National City Public Library
City of National City
1401 National City Blvd.
National City, CA 91950

Subject: Parks Pass Grants, FY 2021-2022
Title: Parks Pass 2022 Programs: Tijuana Estuary and Old Town State Historic Park (PPP21-28)

Dear Ms. Ryan:

This letter confirms the California State Library's award of \$4,375.50 to the National City Public Library for the Parks Pass 2022 Programs: Tijuana Estuary and Old Town State Historic Park program. National City Public Library will receive the award upon execution and approval of the grant agreement, certification, and claim forms.

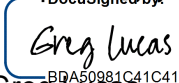
Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor.

The State Library grant monitor for this project is Lisa Nowlain. She can be reached at lisa.nowlain@library.ca.gov or at (916) 603-6711. Lisa is available to assist you throughout the project period.

Best wishes for a successful project.

Respectfully yours,


BDA50981C41C416...
Greg Lucas
California State Librarian

Enclosures

CC: Lisa Nowlain
Reed Strege
Gina Iwata
Yesenia Castellon
Tiffany Roberts, troberts@nationalcityca.gov

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

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

THE BASICS – YOUR GRANT AWARD

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

Award #:	PPP21-28
Library/Organization:	National City Public Library
Project Title:	Parks Pass 2022 Programs: Tijuana Estuary and Old Town State Historic Park
Award Amount:	\$4,375

APPROVED BUDGET

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$2,068.50
Equipment (\$4,670 or more per unit)	\$0
Services (contracted)	\$2,306
Project Total	\$4,375
Indirect Cost	\$0
Grant Total	\$4,375.50

Start Date:	Upon execution
End Date:	June 30, 2023
Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

REPORTING

National City Public Library is required to provide a mid-project financial and narrative report as outlined in the Award Agreement and Certificate of Compliance (January 31, 2023); final financial and narrative reports by June 30, 2023; and updates upon request. Reports will be submitted to your grant monitor, Lisa Nowlain, by email at lisa.nowlain@library.ca.gov.

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. The grant recipient is responsible for fulfilling all project reporting requirements and expending all funds, or returning all unspent grant funds, by the time specified in the grant terms and conditions.

CONTACT

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

Grant Monitor:	Lisa Nowlain
Phone Number:	(916)603-6711
Email Address:	Lisa.nowlain@library.ca.gov



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and National City Public Library for the Parks Pass 2022 Programs: Tijuana Estuary and Old Town State Historic Park project.

AWARD AGREEMENT NUMBER [PPP21-28]

This Award Agreement ("Agreement") is entered into upon execution of this agreement by and between the California State Library ("State Library") and National City Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Parks Pass 2022 Programs: Tijuana Estuary and Old Town State Historic Park project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$4,375.50.50 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until June 30, 2023. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2023 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Parks Pass Grant.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
June - December	Financial and Mid Project Program Narrative Report Due	January 31, 2023
January – Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	June 30, 2023

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
7. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Statewide Broadband Services Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

National City Public Library
Joyce Ryan
City of National City
1401 National City Blvd.
National City, CA 91950
jryan@nationalcityca.gov

California State Library
Lisa Nowlain
900 N Street
Sacramento, CA 95814
Lisa.nowlain@library.ca.gov

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its

contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
- 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the Agreement will:
- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
20. Failure to Perform: The grant being utilized by the Grantee is to benefit the National City Public Library. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library.
21. Federal and State Taxes: The State Library shall not:
- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf;
- or

- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, and/or to repay to the California State Library any funds improperly expended.
24. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
25. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
26. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
27. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
- a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper

used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

28. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
29. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
30. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
31. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
32. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
33. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$4,375.50 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

34. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
35. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library

shall require ascertaining compliance with this clause. Grantee, and it's contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

36. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
37. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
- a. Grant Agreement Coversheet and any Amendments thereto
 - b. Terms and Conditions
 - c. Procedures and Requirements
 - d. Certificate of Compliance
 - e. Project Summary
 - f. Grantee's Application (including Budget and Activities Timeline)

- g. All other attachments hereto, including any that are incorporated by reference.

38. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
- e. Payment will be made only to the Grantee.
- f. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

39. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

40. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

41. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
42. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
43. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
44. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
45. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
46. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

47. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
48. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
49. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will
 - d. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$4,375.50 upon execution of the agreement and submission of claim by the grantee organization.
50. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or

indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

51. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
52. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
53. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
54. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
55. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

56. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
57. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
58. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$4,375.50. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

- 9. LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
- 10. AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
- 11. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 12. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
- 13. DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
- 14. ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
- 15. NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

- 16. ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Joyce Ryan	Title: Library & Community Services Director
Email: jryan@nationalcityca.gov	Phone:
Signature:	Date:



Authorized Representative Signature

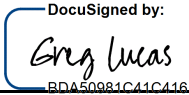
ORGANIZATION	
Name:	Address <i>(official and complete):</i>
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Joyce Ryan	Title: Library & Community Services Director
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento CA 95814
Signature: <small>DocuSigned by:</small>  <small>BDA50981C41C416</small>	Date: 6/15/2022
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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June 1, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Lisa Nowlain
Parks Pass Program Manager
California State Library
900 N Street
Sacramento, CA 95814

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

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

CALIFORNIA STATE LIBRARY
Parks Pass Grants

FINANCIAL CLAIM

Invoice#: PPP21-28-001
PO# 4985

ENY: 2021
ITEM NO: 6120-011-0001 Chapter 69, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
REPORTING STRUCTURE: 61202000
COA: 5432000
PROGRAM #: 5312

Date: _____

Claim of: National City Public Library

Complete Address: _____
Street Address, City, State, Zip Code

For: National City Public Library (City of National City)

Project Title: Parks Pass 2022 Programs: Tijuana Estuary and Old Town State Historic Park

Amount Claimed: \$4375 Grant Award Number: PPP21-28

For Period From: upon execution to end of grant period

Type of Payment PROGRESS FINAL **IN FULL**

Payable Upon Execution of Agreement

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the authorized representative)

Joyce Ryan

(Print Name)

Library & Community Services Director

Title

State of California, State Library Fiscal Office

By _____ Date _____
(State Library representative)

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

<p>EMAIL A SCANNED COPY: Fiscal Services stategrants.fiscal@library.ca.gov</p>	<p>MAIL ONE ORIGINAL SIGNATURE TO: California State Library Fiscal Office – State Grants PO Box 942837 Sacramento, CA 94237-0001</p>
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PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PARKS PASS 2022 PROGRAM GRANT IN THE AMOUNT OF \$4,375.50 FROM THE CALIFORNIA STATE LIBRARY TO FUND LIBRARY PARKS PASS PROGRAMS AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$4,375.50 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, research shows that spending time in green space, such as parks, is associated with better mental and physical health, and proximity and lack of transportation are aspects of park access inequity; and

WHEREAS, California State Parks has partnered with the California State Library to promote access to California's State Parks through the checkout of Parks Passes through libraries across the State of California, and has set aside funds to promote this program through grants awarded to libraries; and

WHEREAS, the California State Library has awarded the National City Public Library with a Parks Pass 2022 Program grant to fund materials, supplies, and transportation for patrons to two local California State Parks (Tijuana Estuary and Old Town State Historic Park) during Fiscal Year 2023; and

WHEREAS, City staff recommends authorizing the acceptance of the Parks Pass 2022 Program grant of \$4,375.50 from the California State Library to fund library programs and establishing a Library Grant Fund appropriation of \$4,375.50 and corresponding revenue budget.

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

Section 1: That the City Council hereby authorizes the acceptance of the Parks Pass 2022 Program grant funds from the California State Library in the amount of \$4,375.50 to fund library programs and authorizes the establishment of a Library Grant Fund appropriation of \$4,375.50 and corresponding revenue budget.

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

PASSED and ADOPTED this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry Schultz, Interim City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III, Fire Department
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY21 Urban Area Security Initiative (UASI) Grant funds.

RECOMMENDATION:

Approve the Resolution entitled, a Resolution of the City Council of the City of National City, California, approving the Mayor to execute an Agreement between the City of San Diego Office of Emergency Services and the City of National City for the distribution of FY21 Urban A

BOARD/COMMISSION PRIOR ACTION:

None.

STATEMENT ON SUBJECT:

This Agreement documents the roles, responsibilities, and expectations at the local, state, and federal levels and ensures that the City of National City, as a participant in the program, agrees to meet state and federal requirements. The UASI grant provides funding for equipment, planning, and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area. This grant program requires the City to incur expenses for training, exercises, and conferences for police and fire personnel, and then apply for reimbursement. This Agreement requires sub recipient indemnification and as such needs Council approval.

This request authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$16,800 from the FY21 UASI Grant Funds. The appropriation will be used for the California Fire EMS Disaster Conference, Confined Space Rescue Technician, Rescue Systems 1, and Rope Rescue Technician classes for the Fire and Police Department. |

FINANCIAL STATEMENT:

Expenditure Account: 282-412-959-226-0000 Training - \$16,800.00
Revenue Account: 282-12959-3498 - \$16,800.00. No City match required. |

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

1. Agreement between the City of San Diego Office of Homeland Security and the City of National City for the distribution of FY21 Urban Area Security Initiative (UASI) grant funds.
2. Resolution

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE
CITY OF NATIONAL CITY**
FOR THE DISTRIBUTION OF FY 2021 UASI GRANT FUNDS

THIS AGREEMENT is made this day of _____, 20__ in the City and County of San Diego, State of California, by and between the _____ CITY OF NATIONAL CITY (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Emergency Services (“SD OES”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Emergency Services (“SD OES”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OES Program Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (UEI #: DWSKT6H5J5F3) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2021-0081, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 27, 2021.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OES Program Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OES, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

(l) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2021** and shall end at 11:59 p.m. San Diego time on **MAY 31, 2024.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OES Program Manager or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OES Program Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders,

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.88).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

3.8 **Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that

may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without

limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 8
ASSIGNMENTS**

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

**ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS**

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Emergency Services UASI Management Team:

San Diego Office of Emergency Services
9601 Ridgeway Court, MS 1101C
San Diego, CA 92123
Attn: Megan Beall, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

City of National City
343 E. 16th Street
National City, CA 91950
Attn: Walter Amedee
Facsimile No.: (619) 336-4562

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the Program Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the

validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Compliance with Assembly Bill 481** Assembly Bill 481 (AB-481), codified in California Government Code sections 7070 – 7075, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor, City Council, Board of Supervisors, etc.) by adoption of a military equipment use policy, prior to acquiring, seeking funding for, continuing to use, or collaborating with another law enforcement agency in the use of military equipment, as defined. AB-481 also requires publication of a military equipment use procedure and the annual military equipment report on the Agency's website.

By accepting grant funds, SUBRECIPIENT acknowledges and certifies compliance with AB-481.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

MEGAN BEALL
PROGRAM MANAGER
OFFICE OF EMERGENCY SERVICES

ALEJANDRA SOTELO-SOLIS
MAYOR

Federal Tax ID #: 95-6000749

Approved as to Form:
Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



April 8, 2022

Alejandra Sotelo-Solis
 Mayor
 City of National City
 1243 National City Blvd
 National City, CA 91950

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
 FY 2021 Homeland Security Grant Program
 Grant# 2021-0081 Cal OES ID# 073-66000
 Subrecipient Performance Period: September 1, 2021 to December 31, 2023

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY21 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$ 16,800	
Project 021 Goal 3 Training, Exercises and Conferences ²	\$ 16,800	December 15, 2023

² Training Conduct and Participation funds are limited to approved courses (see Attachment A).

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OES will use performance milestones set in the Homeland Security Grant Program (HSGP) application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor’s Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your UASI Program

April 8, 2022
Page 2

Representative no later than the time of reimbursement. Additionally, Cal OES prior approval is required for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM 2017-01-A.

Following acceptance of this award, you must sign and return the SD OES Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by our office, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OES to prepare and submit quarterly projections and milestone reporting via email so that SD OES can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OES within 30 days upon receipt of an invoice from SD OES.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OES UASI Program Representative at (619) 533-6758.

Sincerely,



Megan Beall
Program Manager
City of San Diego Office of Emergency Services



Alejandra Sotelo-Solis, Mayor
City of National City

4/21/22
Date

Appendix B—HSGP Standard Assurances

Name of Jurisdiction: City of National City
Name of Authorized Agent: Alejandra Sotelo-Solis Address: 1243 National City Boulevard
City: National City State: California Zip Code: 91950
Telephone Number: (619) 336-4283
Fax Number: (619) 336-4562 E-Mail Address: asotelosolis@nationalcityca.gov

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101- 12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation,

marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker’s Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c)
- (d) Assist the awarding agency in assuring compliance with Section 106 of the
- (e) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (f) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC
ASSURANCES / CERTIFICATIONS**

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.

§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of National City

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Alejandra Sotelo-Solis

Title: Mayor Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Cover Sheet (Invoice)
Office of Emergency Services
FY21 Urban Area Security Initiative Grant Program
Award #2021-0081
CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice)# _____

Mail Reimbursement Request To: _____ **Date:** _____

City of San Diego _____ **Agency:** _____
 Office of Emergency Services
 Attn: Grants Management Section **Unique Entity ID (UEI):** _____
 9601 Ridgehaven Ct, MS 1101C
 San Diego, CA 92123

Expenditure Period: _____

Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
Total		\$ -

For questions regarding this reimbursement request contact

Name _____

Phone _____

Email _____

Remittance Address (Address check will be mailed to)

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

City of San Diego Office of Emergency Services FY21 Urban Area Security Initiative Grant

Grant: FY21 UASI Grant #2021-0081
CalOES #073-66000 CFDA #97.067

Supporting Information for Cash Request

Cash Request #	_____	through	_____
	(Performance Period Start Date)		(Performance Period End Date)
Cash Request Amount	_____	Unique Entity ID (UEI)#	_____

Under Penalty of Perjury I certify that:

The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.

After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.

The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

No Event or Default has occurred and is continuing.

The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Printed Name: _____ Phone Number: _____

Title: _____ Email Address: _____

Mailing Address: _____

Remittance Address: _____

Signature _____ Date: _____

Mail Reimbursement Request To:

City of San Diego Office of Emergency Services
Grants Management Section
9601 Ridgehaven Ct, MS 1101C
San Diego, CA 92123

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Office of Emergency Services FY21 Urban Area Security Initiative Grant Program CONSULTANT / CONTRACTOR											
Grant: FY21 UASI Grant #2021-0081 CalOES #073-66000 CFDA #97.067											
Cash Request #						through					
						(Performance Period Start Date) (Performance Period End Date)					
Project Number	Consulting Firm	Project & Description of Services	Deliverable	Discipline	Solution Area	Expenditure Category	Period of Expenditure	Billable Hour Breakdown			Total Charged to Grant
								Total Salary & Benefits Charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours	
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

FY21 Urban Area Security Initiative Grant Program
PERSONNEL

Grant: FY21 UASI Grant #2021-0081
CalOES #073-66000 CFDA #97.067

Cash Request #

through
Claim Period of Expenditure Start Date (Claim Period of Expenditure End Date)

Project Number	Employee Name	Backfilling For	Project/Deliverable	Discipline	Solution Area	Period of Expenditure	Billable Hour Breakdown				Total Charged to Grant
							Total Salary & Benefits Charged for this Reporting Period	Hourly Rate	Overtime Rate	Total Project Hours	
							\$ -				\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Per Diem Expenses for (Employee Name) (Name of Event)

Date															Total
Breakfast															-
Lunch															-
Dinner															-
Snack															-
Tips															-
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GSA Per Diem Meals & Inc Exp. Max															-
Reimbursable Meal Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging Paid including taxes and fees															-
GSA Per Diem Lodging (excluding taxes & fee)															-
Reimbursable Lodging w taxes and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mileage															-
Airfare															-
Registration															-
Parking															-
Taxi															-
Total Reimbursable for	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Reimbursable for														-	
Total Reimbursable for Claim															-

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

City of San Diego Office of Emergency Services

PERFORMANCE PERIOD EXTENSION REQUEST

Subrecipient Name: _____

UASI FY: _____

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

Requested New Performance Period Deadline (final reimbursement claim due on this date):

1. Describe the details of the project:
2. What is the current status of the project?
3. Please provide a timeline as to how you will meet the new requested date:
4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?
6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
PROJECT A:		
TOTAL		
PROJECT B:		
TOTAL		

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT D:		
TOTAL		
PROJECT E:		
TOTAL		
PROJECT G:		
TOTAL		
All Investments TOTAL		



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk's Office
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Biennial Review and Adoption of Resolution Amending the National City Conflict of Interest Code.

RECOMMENDATION:

Adopt Resolution Amending the National City Conflict of Interest Code as required by the Fair Political Practices Commission (FPPC), Repealing Resolution No. 2020-181; and Direct the Office of the City Clerk to provide the FPPC an update of the City Conflict of Interest Code and Resolution.

BOARD/COMMISSION PRIOR ACTION:

None.

STATEMENT ON SUBJECT:

Background

Government Code Section 87306.5 requires that in each even-numbered year, the City Council, as the Code reviewing body for the City departments, must review the Conflict of Interest Code, list of designated reporting positions, and the respective disclosure categories. The purpose of this review is to provide reasonable assurance that all foreseeable potential conflict of interest situations involving City Elected Officials, City employees, Consultants, and Members of listed Boards, Commissions and Committees will be disclosed or prevented. State law also mandates that upon completion of the review of the Conflict of Interest Code, the Code should be amended to reflect any changes necessitated by the review, including new and/or different positions, duties and responsibilities.

A public official has a financial interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect distinguishable from its effect on the public generally on the official, a member of their immediate family (spouse, registered domestic partner and dependent children), or on any economic interest. Government Codes Section 87103.

No public official at any level of State or local government shall make, participate in making or in any way attempt to use their official position to influence a governmental decision in which he or she knows or has reason to know that they have a financial interest. Government Code Section 87100.

The term "public official" includes every member, officer, employee, or consultant of a local agency. "Member" includes boards, commission, and committee members who possess decision making authority per Regulation 18701 (a)(1)

An official “makes” a decision when they:

- Vote on a matter;
- Approving the Budget;
- Adopting Policy
- Enters into contractual agreements; or
- Makes purchases.

“Participates in a Decision” means:

- Negotiating the terms of a Contract;
- Writing the Specification of a Bid; or
- Advising or making recommendations to the decision-maker or governing body without significant intervening substantive review.

City Conflict of Interest Code

Staff has completed a review of Appendix A of Designated Filers and is requesting the City Council adopt the proposed Resolution which will amend the Conflict of Interest Code. The Appendix has been updated with the following positions which have been established or abolished since the last review in 2020, and amendments suggested based on actual responsibilities of the positions. In the past a blanket of filing categories 1-7 was assigned to most positions without consideration of the actual decision making responsibilities of that position as a City employee. Some were too broad for the position assigned, requiring an employee who is responsible for ordering office supplies to report on property they owned. The suggested amendments right size the filing requirements in alignment with the responsibilities as outlined in the State Government Code and FPPC regulations.

These new position have been assigned the corresponding reportable categories approved by the City Council at the time the positions were established.

Code Filer Newly Established Positions or Changes in Titles:

Budget Manager, Resolution No. 2021-11

Human Resource Manager, Resolution No. 2021-11

Library & Community Services Director, Resolution No. 2021-11

Senior Information Technology Analyst, Resolution No. 2022-40

Planning Manager, Resolution No. 2022-40

Community Services Manager, Resolution No. 2022-69

State law also mandates that upon completion of the review of the Conflict of Interest Code, the Code should be amended to reflect any changes necessitated by the review, including new and/or different positions, duties and responsibilities.

Upon adoption of the Resolution, a copy of the Resolution and amended Conflict of Interest Code are to be forwarded to the Fair Political Practices Commission (FPPC) by the Office of the City Clerk.

FINANCIAL STATEMENT:

There is no fiscal impact associated with this item.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach: Connect with the Community with timely and transparent information.

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

ATTACHMENT A: Resolution Adopting the Amended Conflict of Interest Code

EXHIBIT A – Filing Categories

APPENDIX A – Positions and Disclosure Categories

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE AMENDED CITY CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE FAIR POLITICAL PRACTICES COMMISSION’S (FPPC) STANDARD MODEL OF CONFLICT OF INTEREST CODE, REPEALING RESOLUTION NO. 2020-181

WHEREAS, the Political Reform Act of 1974, Government Code Sections 81000, et seq., requires every state or local government agency to adopt and promulgate a Conflict of Interest Code that designates positions and financial interests that be disclosed by those positions; and

WHEREAS, designated positions shall file Statement of Economic Interest within the City Clerk through the City Electronic Filing System “NetFile” and are available for public inspection upon acceptance in the system, and reproduction per Government Code Section 81008; and

WHEREAS, Conflict of Interest statements are retained per the City Records Retention Code and FPPC Regulations 18944 and 18944.1, and Government Code Sections 81009, and 84615; and

WHEREAS, the Fair Political Practices Commission has adopted a standard model Conflict of Interest Code, 2 California Code of Regulations Section 18730, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act of 1974 after public notice and hearings conducted by the Fair Political Practices Commission (FPPC) pursuant to the Administrative Procedure Act, Government Code Sections 11370, et seq.; and

WHEREAS, the City of National City has adopted the standard model and amended its Conflict of Interest Code in 2020 by Resolution Number 2020-181; and

WHEREAS, Section 87306.5 of the Act requires that no later than October 3 of each even-numbered year, the code reviewing body (the City Council is the “code reviewing body” for all agencies in the City, including the CDC) shall cause a review of its conflict of interest code to occur, and for the code to be amended if necessitated by changed circumstances; and

WHEREAS, the Conflict of Interest Code differentiates between designated positions with different powers and responsibilities and requires disclosure of all foreseeable Conflict of Interest; and,

WHEREAS, the City of National City has determined that changes are necessary to reflect the addition and/or deletion of certain positions and have amended the attached Appendix to accurately reflect those changes which should be designated and the categories of financial interests which should be made reportable.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of National City, California hereby approves the attached City of National City Conflict of Interest Code (Exhibit A).

Section 1: That the above recitals are true and correct.

Section 2: That the standard FPPC Conflict of Interest Code, as set forth in Title 2 California Code of Regulations Section 18730, and as may be amended from time to time by the FPC, is incorporated by reference and constitutes the Conflict of Interest Code for the City of National City.

Section 3: That the list of designated positions subject to the requirements of the Conflict of Interest Code are amended, including their respective disclosure categories are set forth in Appendix A.

Section 4: That the City of National City has conducted the 2020 Biennial Review of its Conflict of Interest Code, as required by the Political Reform Act, and as a result of the biennial review determined the need for an amended Conflict of Interest Code as presented in this resolution.

Section 5: That Resolution No. 2020-181 is hereby repealed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of National City at this regular meeting this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney

EXHIBIT A

CITY OF NATIONAL CITY CONFLICT OF INTEREST CODE DESIGNATED CODE FILER POSITIONS

GENERAL PROVISIONS

When a designated employee or individual is required to disclose investments, business positions and sources of income, they need only disclose investments in business entities and sources of income which do business in the City, plan to do business in the City or have done business in the City within the past two (2) years. In addition to other activities, a business entity is doing business within the City if it owns real property within the City. When a designated employee or individual is required to disclose real property they need only disclose that which is located in whole or in part, within or not more than two (2) miles outside the boundaries of the City or within two (2) miles of any land owned or used by the City.

Designated employees or individuals shall disclose their financial interest pursuant to the appropriate disclosure category as indicated in Exhibit "A".

- All designated employees required to submit an initial Statement of Interest Form 700 shall file electronically including electronic signature with the City Clerk within thirty (30) days after the effective date of this resolution. Initial filings shall cover the period of the twelve (12) months prior to the date of the adoption of this Conflict of Interest Code.
- All individuals appointed, promoted, or transferred to a designated position shall file statements within thirty (30) days of assuming office. These "assuming office" statements cover the period of the twelve (12) months prior to the date of assuming office statement.
- When an individual is in an "interim or acting" capacity, they are subject to the same disclosure requirements of the position in which they are filling. An assuming office would be filed.
- Annual statements shall be filed with the City Clerk by April 1 of each year by all designated employees, elected officials, Committee/Board/ Commission members or individuals. Such statements shall cover the period of the preceding calendar year.
- Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing financial interests held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- Any individual serving in dual roles may file a combined statement by reporting according to their broadest range of disclosure.
- Failure to file the required statement in a timely fashion may result in the imposition

of administrative, criminal, and civil sanctions as provided in Government Code Sections 81000-91014.

Resource: Title 2, California Code of Regulations, Section 18730 Provisions of Conflict of Interest Codes.

EXHIBIT A

DISCLOSURE CATEGORIES CATEGORY

Category 1: Disclose all business entities and non-profit organizations in which investments, business positions (i.e. director, officer, partner, trustee, employee or hold any position of management) and sources of income including gifts, loans and travel payments located in National City, including property located within a two-mile radius of any property owned or used by the City of National City.

Example: Accountants, Board Members, City Council, Chief Executives (Directors), Fire Chief, Fire Battalion Chief, Engineers, and 87200 filers such as City Council.

Category 2: All interests in real property within the jurisdiction of the City.

Example: Community Development and or Planning Director, Appraiser, Building Inspectors, Planning Commission and Fire Inspector and 87200 filers such as City Council

Category 3: All investments, business positions in business entities, non-profit organizations and sources of income, including gifts, loans and travel payments, interest in real property and sources of income subject to the regulatory, permit or licensing authority of the specific City department.

Example: Risk Manager, Building Inspectors, Engineer, Plan Check, and 87200 filers such as City Council

Category 4: All investments in business entities, non-profit organizations and sources of income, including gifts, loans and travel payments, and sources of income which engage in land development, construction or the acquisition of real property, and interests in real property located in National City, including property located within a two-mile radius of any property owned or used by the City of National City.

Example: Purchasing Agent, Fire Marshall, Fire Captain, Building Inspector, and 87200 filers such as City Council

Category 5: All investments in business entities, non-profit organizations in which investments, business positions (i.e. director, officer, partner, trustee, employee or hold any position of management) and sources of income including gifts, loans and travel payments, and of the type which contracts with the City to provide services, supplies, materials, machinery or equipment to any City department.

Example: Fleet or Facilities Supervisor, IT, Building Inspector, and 87200 filers such as City Council

Category 6: All investments in business entities and sources of income of the type which contracts with the City to provide to the designated employee's department services, supplies, materials, machinery or equipment to any City department.

Example: Fleet or Facilities Supervisor, IT, and 87200 filers such as City Council.

Category 7: All investments, positions in business entities, income including gifts, loans and travel payments, and income from non-profit organizations, if the sources is the type that receives grants or other monies from or through the City.

Example: Grants Coordinator, Parks & Recreation Deputy Director, Parks & Recreation Supervisors, Police Captain, and 87200 filers such as City Council.

Unlimited Disclosures: 87200 Category are **required to file full disclosure of all categories** pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code sections 87200, et. seq. Position meets criteria in Regulation 18700.3 as a public investment manager.

Example: City Council, Planning Commissioners, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments and candidates for any of these offices at any election comply with the provisions of the Political Reform Act relating to the filing of Statements of Economic Interests. All such positions are deemed as 87200 Designated Positions.

CONSULTANTS

The staff person most knowledgeable of the work that a Consultant will be performing shall designate whether or not the Consultant must file a Statement of Economic Interest by marking the appropriate box on the Agreement. When determined that a Consultant is designated and is responsible for disclosure, they shall be required to file a Statement of Economic Interest disclosing reportable interests subject to all disclosure categories.

Consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation, whether to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization, adopt or grant City approval to a plan, design, report, study, or adopt or grant City approval of policies, standards, or guidelines for the City or any subdivision thereof shall be required to disclose. Consultants who act in a staff capacity with the City, and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code, shall disclose at the same level as the comparable designated position identified.

APPENDIX A

National City Positions and Disclosure Categories

CURRENT POSITIONS	FORMER DISCLOSURE CATEGORIES 2020	SUGGESTED DISCLOSURE CATEGORIES 2022
Accountant	None	1,2,4,5
Assistant City Attorney	1,2,3,4,5,6,7	1,2,3,5,7
Assistant City Manager	1,2,3,4,5,6,7	1,2,3,5,7
Assistant Engineer – Civil	1,2,3,4,5,6,7	1,2,3,5,7
Associate Planner	None	3,4
Battalion Chief	1,2,3,4,5,6,7	2
Budget Manager	1,2,3,4,5,6,7	1,2,3,4,5,6,7
Buyer	1,2,3,4,5,6,7	2,4,5,7
City Attorney	87200	87200
City Clerk	1,2,3,4,5,6,7	1,2,6
City Manager	87200	87200
City Treasurer	87200	87200
Code Conformance Officer II	None	3
Community Development Manager	1,2,3,4,5,6,7	1,2,6,7
Community Development Specialist II	1,2,3,4,5,6,7	2
Community Development Specialist III	1,2,3,4,5,6,7	1,2,4,5,7
Community Services Manager	None	1,3,6,7
Confidential Assistant	1,2,4,5,7	1,2,3,5,7
City Councilmember	87200	87200
Deputy City Attorney	1,2,3,4,5,6,7	1,2,3,5,7
Deputy City Clerk	1,2,3,4,5,6,7	1,2,6
Deputy Fire Marshall	None	1,2,6
Director of Housing & Economic Development	1,2,3,4,5,6,7	1,2,6,7
Director of Administrative Services	1,2,3,4,5,6,7	1,2,5,7
Director of Community Development	1,2,3,4,5,6,7	1,2,5,7
Director of Emergency Services	1,2,3,4,5,6,7	1,2,5,7
Director of Library and Community Services	1,2,3,4,5,6,7	1,2,5,7
Director of Public Works/City Engineer	1,2,3,4,5,6,7	1,2,5,7
Equipment Maintenance Supervisor	1,2,3,4,5,6,7	5
Executive Assistant II	None	3,6
Executive Assistant IV	1,2,4,5,7	1,2,5,7
Executive Secretary	None	1,2,5,7
Financial Services Officer	None	1,2,5,7
Fire Battalion Chief	1,2,3,4,5,6,7	2,4,5,7
Fire Inspector	None	2,4,5
Housing Programs Manager	1,2,3,4,5,6,7	1,3,6,7
HR Resources Analyst	1,2,3,4,5,6,7	REMOVE
HR Director	1,2,3,4,5,6,7	1,2,5,7
HR Manager	1,2,3,4,5,6,7	1,5,7
IT Analyst	None	3,4,6
IT Manager	1,2,3,4,5,6,7	4,6,7

Management Analyst II	1,2,3,4,5,6,7	1,3,4,6
CURRENT POSITIONS	FORMER DISCLOSURE CATEGORIES 2020	SUGGESTED DISCLOSURE CATEGORIES 2022
Management Analyst III	1,2,3,4,5,6,7	1,3,4,6
Mayor	87200	87200
Neighborhood Services Manager	1,2,3,4,5,6,7	1,3,4,6
Nutrition Programs Manager	1,2,3,4,5,6,7	6
Park Superintendent	1,2,3,4,5,6,7	3,4,6
Park Supervisor	1,2,3,4,5,6,7	3,4,6
Planning Commissioner	87200	87200
Planning Manager	None	1,3,6,7
Police Captain	1,2,3,4,5,6,7	1,2,3,6,7
Police Chief	1,2,3,4,5,6,7	1,2,3,6,7
Police Lieutenant	1,2,3,4,5,6,7	1,2,6
Police Operations Assistant	None	3,5
Police Records Clerk	None	3
Police Records Supervisor	1,2,3,4,5,6,7	3,5,6
Police Support Services Manager	1,2,3,4,5,6,7	3
Principal Civil Engineer	1,2,3,4,5,6,7	1,3,5
Principal Librarian	1,2,3,4,5,6,7	6,7
Principal Planner	1,2,3,4,5,6,7	1,2
Property Agent	1,2,3,4,5,6,7	1,2,6,7
Recreation Supervisor	None	6
Senior Accountant	1,2,3,4,5,6,7	1,2
Senior Accounting Assistant	None	1,4,5,7
Senior Construction Inspector	1,2,3,4,5,6,7	3
Senior Information Technology Analyst	None	1,3,4,6
Street and Wastewater Maintenance Supervisor	1,2,3,4,5,6,7	3,4,5
Stop Grant Office Coordinator	None	3
Training Coordinator	None	3

BOARDS/COMMISSIONS/COMMITTEES	FORMER DISCLOSURE CATEGORIES 2020	SUGGESTED DISCLOSURE CATEGORIES 2022
Board of Library Trustee Member	1,2,3,4,5,6,7	1
Civil Service Commissioner	1,2,3,4,5,6,7	1
Community & Police Relations Commissioner	1,2,3,4,5,6,7	1
Housing Advisory Committee Member	1,2,3,4,5,6,7	1,2,3,4,5,6,7
Planning Commissioner	87200	87200
Port Commission	None	1,2,4,7
Public Art Committee	None	3,7
Traffic Safety Committee	None	3,4



AGENDA REPORT

Department: Finance
Prepared by: Ron Gutlay, Accountant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Investment transactions for the month ended May 31, 2022.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended May 31, 2022.

BOARD/COMMISSION PRIOR ACTION:

Not Applicable

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending May 31, 2022.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/03/2022	60934N807	0.52	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	0.52	0.00	0.52	0.00
Purchase	05/05/2022	60934N807	1,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,125.00	0.00	1,125.00	0.00
Purchase	05/06/2022	60934N807	812.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	812.50	0.00	812.50	0.00
Purchase	05/12/2022	60934N807	573.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	573.75	0.00	573.75	0.00
Purchase	05/15/2022	60934N807	21,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	21,687.50	0.00	21,687.50	0.00
Purchase	05/16/2022	60934N807	62.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	62.83	0.00	62.83	0.00
Purchase	05/16/2022	60934N807	51.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	51.67	0.00	51.67	0.00
Purchase	05/16/2022	60934N807	58.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	58.50	0.00	58.50	0.00
Purchase	05/16/2022	60934N807	34.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	34.50	0.00	34.50	0.00
Purchase	05/16/2022	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	305.50	0.00	305.50	0.00
Purchase	05/16/2022	60934N807	290.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	290.00	0.00	290.00	0.00
Purchase	05/16/2022	60934N807	5,154.30	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,154.30	0.00	5,154.30	0.00
Purchase	05/16/2022	60934N807	6,168.27	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,168.27	0.00	6,168.27	0.00
Purchase	05/16/2022	60934N807	6,405.15	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,405.15	0.00	6,405.15	0.00
Purchase	05/16/2022	60934N807	12,471.56	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,471.56	0.00	12,471.56	0.00
Purchase	05/16/2022	60934N807	17,057.55	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	17,057.55	0.00	17,057.55	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/16/2022	60934N807	13,876.72	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	13,876.72	0.00	13,876.72	0.00
Purchase	05/16/2022	60934N807	6,900.01	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,900.01	0.00	6,900.01	0.00
Purchase	05/16/2022	60934N807	9,249.64	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,249.64	0.00	9,249.64	0.00
Purchase	05/17/2022	60934N807	911.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	911.25	0.00	911.25	0.00
Purchase	05/18/2022	60934N807	16,665.73	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	16,665.73	0.00	16,665.73	0.00
Purchase	05/22/2022	60934N807	806.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	806.25	0.00	806.25	0.00
Purchase	05/23/2022	60934N807	18.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	05/23/2022	60934N807	88.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	88.00	0.00	88.00	0.00
Purchase	05/23/2022	60934N807	3,965.02	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,965.02	0.00	3,965.02	0.00
Purchase	05/24/2022	60934N807	400.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	400.00	0.00	400.00	0.00
Purchase	05/25/2022	60934N807	27.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	27.50	0.00	27.50	0.00
Purchase	05/25/2022	60934N807	110.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	110.00	0.00	110.00	0.00
Purchase	05/26/2022	91282CEF4	690,000.00	US Treasury Note 2.5% Due 3/31/2027	98.945	2.73%	682,722.66	2,639.34	685,362.00	0.00
Purchase	05/27/2022	60934N807	725.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	725.00	0.00	725.00	0.00
Purchase	05/31/2022	60934N807	8,593.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.43%	8,593.75	0.00	8,593.75	0.00
Subtotal			824,595.97				817,318.63	2,639.34	819,957.97	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Security Contribution	05/31/2022	90SDCP\$00	41,000.00	County of San Diego Pooled Investment Pool	1.000		41,000.00	0.00	41,000.00	0.00
Subtotal			41,000.00				41,000.00	0.00	41,000.00	0.00
TOTAL ACQUISITIONS			865,595.97				858,318.63	2,639.34	860,957.97	0.00
DISPOSITIONS										
Sale	05/26/2022	60934N807	231,390.69	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	231,390.69	0.00	231,390.69	0.00
Sale	05/26/2022	9128284D9	450,000.00	US Treasury Note 2.5% Due 3/31/2023	100.500	1.90%	452,250.00	1,721.31	453,971.31	3,744.14
Subtotal			681,390.69				683,640.69	1,721.31	685,362.00	3,744.14
Paydown	05/16/2022	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	05/16/2022	43815NAC8	5,109.86	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		5,109.86	44.44	5,154.30	0.04
Paydown	05/16/2022	477870AC3	6,124.37	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		6,124.37	43.90	6,168.27	1.30
Paydown	05/16/2022	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	290.00	290.00	0.00
Paydown	05/16/2022	47787NAC3	6,381.25	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		6,381.25	23.90	6,405.15	0.97
Paydown	05/16/2022	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	34.50	34.50	0.00
Paydown	05/16/2022	47789KAC7	12,374.76	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		12,374.76	96.80	12,471.56	0.76



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/16/2022	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	58.50	58.50	0.00
Paydown	05/16/2022	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	51.67	51.67	0.00
Paydown	05/16/2022	65479JAD5	16,805.66	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		16,805.66	251.89	17,057.55	0.89
Paydown	05/16/2022	89232HAC9	13,678.75	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		13,678.75	197.97	13,876.72	-315.25
Paydown	05/16/2022	89236XAC0	6,872.32	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		6,872.32	27.69	6,900.01	1.28
Paydown	05/16/2022	89237VAB5	9,204.83	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		9,204.83	44.81	9,249.64	0.71
Paydown	05/16/2022	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	62.83	62.83	0.00
Paydown	05/18/2022	43813KAC6	16,591.47	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		16,591.47	74.26	16,665.73	2.44
Paydown	05/23/2022	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	18.00	18.00	0.00
Paydown	05/23/2022	43813RAC1	3,906.73	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		3,906.73	58.29	3,965.02	0.77
Paydown	05/23/2022	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	88.00	88.00	0.00
Paydown	05/25/2022	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	110.00	110.00	0.00
Paydown	05/25/2022	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	27.50	27.50	0.00
Subtotal			97,050.00				97,050.00	1,910.45	98,960.45	-306.09



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	05/06/2022	60934N807	2,561.47	Federated Investors Govt Oblig Fund Inst.	1.000		2,561.47	0.00	2,561.47	0.00
Subtotal			2,561.47				2,561.47	0.00	2,561.47	0.00
TOTAL DISPOSITIONS			781,002.16				783,252.16	3,631.76	786,883.92	3,438.05
OTHER TRANSACTIONS										
Interest	05/05/2022	3137EAER6	600,000.00	FHLMC Note 0.375% Due 5/5/2023	0.000		1,125.00	0.00	1,125.00	0.00
Interest	05/06/2022	3137EAEZ8	650,000.00	FHLMC Note 0.25% Due 11/6/2023	0.000		812.50	0.00	812.50	0.00
Interest	05/12/2022	023135BW5	255,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.000		573.75	0.00	573.75	0.00
Interest	05/15/2022	912828R36	1,000,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		8,125.00	0.00	8,125.00	0.00
Interest	05/15/2022	912828WE6	600,000.00	US Treasury Note 2.75% Due 11/15/2023	0.000		8,250.00	0.00	8,250.00	0.00
Interest	05/15/2022	91282CDH1	650,000.00	US Treasury Note 0.75% Due 11/15/2024	0.000		2,437.50	0.00	2,437.50	0.00
Interest	05/15/2022	91324PEC2	500,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000		2,875.00	0.00	2,875.00	0.00
Interest	05/17/2022	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.000		911.25	0.00	911.25	0.00
Interest	05/22/2022	3135G04Q3	645,000.00	FNMA Note 0.25% Due 5/22/2023	0.000		806.25	0.00	806.25	0.00
Interest	05/24/2022	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.000		400.00	0.00	400.00	0.00
Interest	05/27/2022	3135G06H1	580,000.00	FNMA Note 0.25% Due 11/27/2023	0.000		725.00	0.00	725.00	0.00
Interest	05/31/2022	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.000		843.75	0.00	843.75	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/31/2022	91282CAZ4	800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		1,500.00	0.00	1,500.00	0.00
Interest	05/31/2022	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.000		6,250.00	0.00	6,250.00	0.00
Subtotal			8,680,000.00				35,635.00	0.00	35,635.00	0.00
Dividend	05/03/2022	60934N807	113,750.77	Federated Investors Govt Oblig Fund Inst.	0.000		0.52	0.00	0.52	0.00
Subtotal			113,750.77				0.52	0.00	0.52	0.00
TOTAL OTHER TRANSACTIONS			8,793,750.77				35,635.52	0.00	35,635.52	0.00



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Karla Apalategui, Sr. Accounting Assistant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #47 for the period of 5/20/22 through 5/26/22 in the amount of \$1,160,810.01.

RECOMMENDATION:

Ratify Warrants Totaling \$1,160,810.01

BOARD/COMMISSION PRIOR ACTION:

N/A

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 5/20/22 - 5/26/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Payee</u>	<u>Description</u>	<u>Check No.</u>	<u>Amount</u>
Kaiser Foundation	Group No. 104220 June 2022	358133	\$226,516.33
City of Chula Vista	Animal Shelter Fees / PD	358148	\$106,106.00
Crest Equipment Inc.	CIP El Toyon Las Palmas Bike Corr	358154	\$156,481.00
Health Net Inc.	Grp# R1192A – June 2022	358177	\$82,160.86
Public Emp. Ret Syst	Service Period 5/3/22 – 5/16/22	220526	\$273,092.42

FINANCIAL STATEMENT:

Warrant total \$1,160,810.01

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit 1 - Warrant Register #47



WARRANT REGISTER # 47
5/26/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KAISER FOUNDATION HEALTH PLAN	GROUP NO 104220 JUNE 2022	358133	5/23/22	226,516.33
RELIANCE STANDARD	MAY 22 GRP VAI826233, VCI801146, VG18084	358134	5/23/22	3,556.66
VISION SERVICE PLAN	MAY 2022-VISION SVC PLAN	358135	5/23/22	868.84
ACE UNIFORMS & ACCESSORIES INC	CSS UNIFORMS	358136	5/26/22	1,870.26
ACME SAFETY & SUPPLY CORP	HYDRANT MARKER	358137	5/26/22	986.91
ALIGNMENT EXPRESS OF CA INC	OTHER CHARGE: SHOP SUPPLIES~	358138	5/26/22	2,729.46
AMAZON	NUTRITION CENTER OFFICE SUPPLIES BINDERS	358139	5/26/22	39.06
AT&T	AT&T FY 2022	358140	5/26/22	15,962.32
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	358141	5/26/22	881.40
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	358142	5/26/22	91.17
BAUER COMPRESSORS	10160363-SP, BUTTON ASSY, BUDDY LIGHT/FIRE	358143	5/26/22	6,453.23
BCL TECHNOLOGIES, INC	BCL EASY PDF	358144	5/26/22	989.34
C A P F	JUNE 2022 - FIRE LTD	358145	5/26/22	1,121.00
CALIFORNIA LAW ENFORCEMENT	JUNE 2022 - PD LTD	358146	5/26/22	1,935.00
CAMACHO	ADVANCED LODGING SUBSISTENCE	358147	5/26/22	420.19
CITY OF CHULA VISTA	ANIMAL SHELTER FEES / PD	358148	5/26/22	106,106.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	358149	5/26/22	5,600.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR APRIL 2022	358150	5/26/22	1,250.99
COUNTY OF SAN DIEGO RCS	REGIONAL COMMUNICATION SYSTEMS FY 22	358152	5/26/22	7,257.05
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	358153	5/26/22	2,466.90
CREST EQUIPMENT INC	CIP 19-02 EL TOYON LAS PALMAS BIKE CORRIDOR	358154	5/26/22	156,481.00
DAY WIRELESS SYSTEMS	COMPANY MAINTENANCE CONTRACT/FIRE	358155	5/26/22	328.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	358156	5/26/22	5,879.26
DELL MARKETING L P	VLA CREATIVE CLOUD RENEWAL	358157	5/26/22	6,716.40
DISCOUNT SPECIALTY CHEMICALS	SAFE SCALE	358158	5/26/22	411.25
D-MAX ENGINEERING INC	CIP 21-14 STORM WATER SERVICES FOR FY21-	358159	5/26/22	20,006.43
D-MAX ENGINEERING INC	T&A 90552 - 233 ROOSEVEL AVE - ENG/PW	358160	5/26/22	2,854.49
ENTERPRISE FLEET MANAGEMENT	FLEET LEASE -ENG/PW	358161	5/26/22	21,988.77
ESCRIBE SOFTWARE LTD.	ESCRIBE PRO LICENSES	358162	5/26/22	700.00
ESGIL LLC	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22	358163	5/26/22	1,456.80
FEDEX	FEDEX CHARGES MAILING BOXES FOR CSD	358164	5/26/22	25.86
FIRE ETC	TOOL 60FMS36C FLATHEAD / FIRE	358165	5/26/22	1,308.92
FLEET SERVICES INC	MOP 67804 GENERAL AUTO SUPPLIES	358166	5/26/22	90.00
FON JON PET CARE CENTER	POLICE CANINE FOOD	358167	5/26/22	172.40
FRANK TOYOTA	PARTS / PW	358168	5/26/22	1,653.21
GEOSYNTEC CONSULTANTS INC	DUCK POND MONITORING - ENG/PW	358169	5/26/22	5,142.05
GIL	REIMB: SAL GIL ADMIN SUPPORT SUPPLIES	358170	5/26/22	317.72
GOVCONNECTION INC	VSPHERE LICENSING	358171	5/26/22	17,040.38
GRAINGER	NITRILE GLOVES	358172	5/26/22	11,242.02
HEALTH NET	GRP #N7176A - JUNE 2022	358173	5/26/22	1,884.24
HEALTH NET	GRP #N7176F - JUNE 2022	358174	5/26/22	1,646.41
HEALTH NET	GRP #N7177A - JUNE 2022	358175	5/26/22	1,277.44
HEALTH NET	GRP #R1192R - JUNE 2022	358176	5/26/22	857.33
HEALTH NET INC	GRP #R1192A - JUNE 2022	358177	5/26/22	82,160.86
HEALTH NET INC	GRP #LB439A - JUNE 2022	358178	5/26/22	9,869.32
HEALTH NET INC	GRP #57135A - JUNE 2022	358179	5/26/22	2,579.47
HEALTH NET INC	GRP #LB439F - JUNE 2022	358180	5/26/22	735.61
HEROS CAFE LLC	SENIOR SAT BREAKFAST	358181	5/26/22	1,581.50



**WARRANT REGISTER # 47
5/26/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HOME DEPOT CREDIT SERVICES	COLUMN BASE / PW'S	358182	5/26/22	998.56
HOSE AUTOMOTIVE	HYDRAULIC HOSE EA- 1/2" X 35 FEET TWIN	358183	5/26/22	1,649.30
INNOVATIVE CONSTRUCTION	CIP 19-02 EL TOYON LAS PALMAS - ENG/PW	358184	5/26/22	21,902.50
KIMLEY HORN	CIP 21-13 TRAFFIC COUNT AND ANALYSIS- ENG/PW	358185	5/26/22	777.00
KTUA	CIP 22-09 CLEAN CA PROGRAM GRANT - ENG/PW	358186	5/26/22	5,168.99
LASER SAVER INC	MOP 04840 TONER PD	358187	5/26/22	455.53
MAN K9 INC	MAN-K9 MONTHLY MAINTENANCE TRAINING / PD	358188	5/26/22	2,398.17
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	358189	5/26/22	9,085.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	358190	5/26/22	858.46
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES/ BUILDING	358191	5/26/22	181.71
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	358192	5/26/22	139.03
PENSKE FORD	R&M CITY VEHICLES FY 2022	358193	5/26/22	595.91
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358194	5/26/22	2,267.14
PROFORCE LAW ENFORCEMENT	REM 870 SHOTGUN OVERMOLD	358195	5/26/22	1,926.84
PROJECT PROFESSIONALS CORP	CIP 21-24 CITY HALL SEISMIC RETROFIT - ENG/PW	358196	5/26/22	2,119.75
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	358197	5/26/22	207.99
RKI INSTRUMENTS INC	72-0290-22-C GX-2012, 4 SENSOR/FIRE	358198	5/26/22	5,214.50
ROADONE	MOP 02420 TOWING PD	358199	5/26/22	440.00
S D COUNTY SHERIFF'S DEPT	JAN - JUNE BILLINGS FOR CAL ID	358200	5/26/22	7,915.00
SAFETY-KLEEN SYSTEMS, INC	PART #100030 / FIRE	358201	5/26/22	251.08
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES- PW	358202	5/26/22	44.69
SAN DIEGO MECHANICAL ENERGY	MAINTENANCE AND REPAIR OF PUMP	358203	5/26/22	3,117.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	358204	5/26/22	45.97
SEGAL	REIMB SEGAL THREAT ASSESSMENT	358205	5/26/22	125.00
SHINE SUPPLY	HOT SHOT GALLON /FIRE	358206	5/26/22	2,170.82
SILVER & WRIGHT LLP	PROFESSIONAL SERVICES / CAO	358207	5/26/22	1,098.00
SIRCHIE FINGER PRINT	BLUE LIGHT P&E	358208	5/26/22	88.95
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES- PW	358209	5/26/22	28.86
SOSA	REIMB / BACKGROUND INVESTIGATIONS	358210	5/26/22	591.35
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES- PW	358211	5/26/22	48.99
SOUTHWEST SIGNAL SERVICE	LIGHTING MAINTENANCE / PW	358212	5/26/22	24,527.24
STAPLES BUSINESS ADVANTAGE	MOP 20468 CHAIRS PD	358213	5/26/22	11,182.82
STC TRAFFIC	TRAFFIC SIGNAL DESIGN HIGHLAND AND PLAZA	358214	5/26/22	582.50
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	358215	5/26/22	795.63
TECHNOLOGY INTEGRATION GROUP	MIS SUPPLIES	358216	5/26/22	754.79
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES / CAO	358217	5/26/22	300.00
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	358218	5/26/22	1,074.00
THE BUMPER GUY INC	CAB~	358219	5/26/22	12,073.13
THE COUNSELING TEAM INTERNATIO	COUNSELING TEAM INTERNATIONAL EMPLOYEE	358220	5/26/22	1,287.50
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	358221	5/26/22	1,487.97
U S BANK	US BANK- PAVEMENT TRAINING, FACILITIES	358222	5/26/22	313.00
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY STRAY ANIMAL VET CARE	358223	5/26/22	1,559.46
VCA MAIN ST ANIMAL HOSPITAL	CANINE LOKI CARE	358224	5/26/22	616.93
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	358225	5/26/22	373.99
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	358226	5/26/22	565.10
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 22~	358227	5/26/22	2,200.17
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE STATIONS	358228	5/26/22	1,596.82
WEST COAST ARBORISTS INC	21-24 CALFIRE GRANT PLANTING - ENG/PW	358229	5/26/22	9,275.00



**WARRANT REGISTER # 47
5/26/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WEST PAYMENT CENTER	ONLINE SOFTWARE / CAO	358230	5/26/22	578.54
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	358231	5/26/22	44.51
WILLY'S ELECTRONIC SUPPLY	MOP 00351 SUPPLIES PD	358232	5/26/22	448.82
			A/P Total	887,059.26
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 05/03/2022 - 05/16/2022	220526	5/26/22	273,092.42
	GRAND TOTAL			\$ 1,160,151.68



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Karla Apalategui, Sr. Accounting Assistant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #48 for the period of 5/27/22 through 6/02/22 in the amount of \$2,661,378.94.

RECOMMENDATION:

Ratify Warrants Totaling \$2,661,378.94

BOARD/COMMISSION PRIOR ACTION:

N/A

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 5/27/22 - 6/02/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Payee</u>	<u>Description</u>	<u>Check No.</u>	<u>Amount</u>
City of San Diego	Fire and Emergency Dispatch Svcs	358326	\$105,001.20

FINANCIAL STATEMENT: Warrant total \$ 2,661,378.94

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit 1 - Warrant Register #48



**WARRANT REGISTER # 48
6/2/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - JUN 2022	358233	6/2/2022	110.00
BEARD	RETIREE HEALTH BENEFITS - JUN 2022	358234	6/2/2022	70.00
BECK	RETIREE HEALTH BENEFITS - JUN 2022	358235	6/2/2022	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - JUN 2022	358236	6/2/2022	640.00
BISHOP	RETIREE HEALTH BENEFITS - JUN 2022	358237	6/2/2022	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JUN 2022	358238	6/2/2022	260.00
BULL	RETIREE HEALTH BENEFITS - JUN 2022	358239	6/2/2022	580.00
CAMEON	RETIREE HEALTH BENEFITS - JUN 2022	358240	6/2/2022	400.00
CANEDO	RETIREE HEALTH BENEFITS - JUN 2022	358241	6/2/2022	620.00
CARRILLO	RETIREE HEALTH BENEFITS - JUN 2022	358242	6/2/2022	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - JUN 2022	358243	6/2/2022	500.00
COLE	RETIREE HEALTH BENEFITS - JUN 2022	358244	6/2/2022	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JUN 2022	358245	6/2/2022	420.00
CONDON	RETIREE HEALTH BENEFITS - JUN 2022	358246	6/2/2022	280.00
CORDERO	RETIREE HEALTH BENEFITS - JUN 2022	358247	6/2/2022	520.00
DALLA	RETIREE HEALTH BENEFITS - JUN 2022	358248	6/2/2022	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JUN 2022	358249	6/2/2022	250.00
DEESE	RETIREE HEALTH BENEFITS - JUN 2022	358250	6/2/2022	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JUN 2022	358251	6/2/2022	110.00
DIAZ	RETIREE HEALTH BENEFITS - JUN 2022	358252	6/2/2022	680.00
DILLARD	RETIREE HEALTH BENEFITS - JUN 2022	358253	6/2/2022	480.00
DREDGE	RETIREE HEALTH BENEFITS - JUN 2022	358254	6/2/2022	250.00
DUONG	RETIREE HEALTH BENEFITS - JUN 2022	358255	6/2/2022	280.00
EISER III	RETIREE HEALTH BENEFITS - JUN 2022	358256	6/2/2022	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JUN 2022	358257	6/2/2022	620.00
ETZLER	RETIREE HEALTH BENEFITS - JUN 2022	358258	6/2/2022	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JUN 2022	358259	6/2/2022	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2022	358260	6/2/2022	270.00
FIFIELD	RETIREE HEALTH BENEFITS - JUN 2022	358261	6/2/2022	540.00
GAUT	RETIREE HEALTH BENEFITS - JUN 2022	358262	6/2/2022	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JUN 2022	358263	6/2/2022	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JUN 2022	358264	6/2/2022	120.00
GONZALES	RETIREE HEALTH BENEFITS - JUN 2022	358265	6/2/2022	480.00
HANSON	RETIREE HEALTH BENEFITS - JUN 2022	358266	6/2/2022	135.00
HARLAN	RETIREE HEALTH BENEFITS - JUN 2022	358267	6/2/2022	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2022	358268	6/2/2022	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2022	358269	6/2/2022	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JUN 2022	358270	6/2/2022	400.00
HODGES	RETIREE HEALTH BENEFITS - JUN 2022	358271	6/2/2022	200.00
IBARRA	RETIREE HEALTH BENEFITS - JUN 2022	358272	6/2/2022	780.00
JONES	RETIREE HEALTH BENEFITS - JUN 2022	358273	6/2/2022	60.00
JONES	RETIREE HEALTH BENEFITS - JUN 2022	358274	6/2/2022	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JUN 2022	358275	6/2/2022	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JUN 2022	358276	6/2/2022	300.00
KLOS	RETIREE HEALTH BENEFITS - JUN 2022	358277	6/2/2022	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JUN 2022	358278	6/2/2022	660.00
LEACH	RETIREE HEALTH BENEFITS - JUN 2022	358279	6/2/2022	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - JUN 2022	358280	6/2/2022	160.00



WARRANT REGISTER # 48
6/2/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MATIENZO	RETIREE HEALTH BENEFITS - JUN 2022	358281	6/2/2022	100.00
MCCABE	RETIREE HEALTH BENEFITS - JUN 2022	358282	6/2/2022	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - JUN 2022	358283	6/2/2022	290.00
MEEKS	RETIREE HEALTH BENEFITS - JUN 2022	358284	6/2/2022	460.00
MENDOZA	RETIREE HEALTH BENEFITS - JUN 2022	358285	6/2/2022	290.00
MINER	RETIREE HEALTH BENEFITS - JUN 2022	358286	6/2/2022	580.00
MORRISON	RETIREE HEALTH BENEFITS - JUN 2022	358287	6/2/2022	520.00
MUNOZ	RETIREE HEALTH BENEFITS - JUN 2022	358288	6/2/2022	640.00
NAGLE	RETIREE HEALTH BENEFITS - JUN 2022	358289	6/2/2022	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JUN 2022	358290	6/2/2022	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - JUN 2022	358291	6/2/2022	360.00
PAUU JR	RETIREE HEALTH BENEFITS - JUN 2022	358292	6/2/2022	340.00
PE	RETIREE HEALTH BENEFITS - JUN 2022	358293	6/2/2022	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JUN 2022	358294	6/2/2022	140.00
PETERS	RETIREE HEALTH BENEFITS - JUN 2022	358295	6/2/2022	290.00
POST	RETIREE HEALTH BENEFITS - JUN 2022	358296	6/2/2022	280.00
RAY	RETIREE HEALTH BENEFITS - JUN 2022	358297	6/2/2022	190.00
ROARK	RETIREE HEALTH BENEFITS - JUN 2022	358298	6/2/2022	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JUN 2022	358299	6/2/2022	260.00
RUIZ	RETIREE HEALTH BENEFITS - JUN 2022	358300	6/2/2022	310.00
SAINZ	RETIREE HEALTH BENEFITS - JUN 2022	358301	6/2/2022	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JUN 2022	358302	6/2/2022	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JUN 2022	358303	6/2/2022	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JUN 2022	358304	6/2/2022	480.00
SILVA	RETIREE HEALTH BENEFITS - JUN 2022	358305	6/2/2022	580.00
SMITH	RETIREE HEALTH BENEFITS - JUN 2022	358306	6/2/2022	320.00
SMITH	RETIREE HEALTH BENEFITS - JUN 2022	358307	6/2/2022	560.00
STEWART	RETIREE HEALTH BENEFITS - JUN 2022	358308	6/2/2022	200.00
TIPTON	RETIREE HEALTH BENEFITS - JUN 2022	358309	6/2/2022	250.00
UNGAB	RETIREE HEALTH BENEFITS - JUN 2022	358310	6/2/2022	600.00
VERRY	RETIREE HEALTH BENEFITS - JUN 2022	358311	6/2/2022	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JUN 2022	358312	6/2/2022	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - JUN 2022	358313	6/2/2022	480.00
WHITE	RETIREE HEALTH BENEFITS - JUN 2022	358314	6/2/2022	230.00
WILKINS	RETIREE HEALTH BENEFITS - JUN 2022	358315	6/2/2022	520.00
YBARRA	RETIREE HEALTH BENEFITS - JUN 2022	358316	6/2/2022	220.00
	RETIREE HEALTH BENEFITS:			30,910.00
ADMINSURE INC	WORKER'S COMP CLAIMS	358317	6/2/2022	8,109.00
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES- PW	358318	6/2/2022	571.88
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	358319	6/2/2022	5,428.01
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	358320	6/2/2022	1,448.40
ATLAS TECHNICAL CONSULTANTS	CIP 19-3.5 PARADISE CREEK AT KIMBALL WAY	358321	6/2/2022	8,715.50
BLUE PACIFIC ENGINEERING	CIP 19-45 CIVIC CENTER ADA ACCESSIBILITY	358322	6/2/2022	19,247.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL- PW	358323	6/2/2022	200.00
CALIXTO	ADVANCED LODGING SUBSISTENCE FOR POST / PD	358324	6/2/2022	1,845.22
CAPFORGE INC.	COMPLETION OF PAYROLL FOR RSWA BOARD	358325	6/2/2022	290.00
CITY OF SAN DIEGO	FIRE AND EMERGENCY MEDICAL DISPATCH	358326	6/2/2022	105,001.20
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	358327	6/2/2022	627.21



**WARRANT REGISTER # 48
6/2/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CYRACOM INTERNATIONAL, INC	LANGUAGE LINE	358328	6/2/2022	364.00
DAY WIRELESS SYSTEMS	QUARTERLY BILLING FOR ANNUAL	358329	6/2/2022	2,997.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358330	6/2/2022	1,760.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358331	6/2/2022	940.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358332	6/2/2022	720.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358333	6/2/2022	560.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358334	6/2/2022	380.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	358335	6/2/2022	256.00
EXPERIAN	CREDIT CHECKS / PD	358336	6/2/2022	81.96
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	358337	6/2/2022	136.64
FLEET SERVICES INC	MOP 67804 GENERAL AUTO SUPPLIES - PW	358338	6/2/2022	36.98
GRAINGER	DISPSABLE GLOVES SMALL-40	358339	6/2/2022	1,463.78
HINDERLITER DE LLAMAS	AUDIT/CONTRACT SVCS (APRIL-JUNE 2022) Q4	358340	6/2/2022	11,832.23
HOME DEPOT CREDIT SERVICES	COMMUNITY SERVICE DAY CLEANING SUPPLIES	358341	6/2/2022	1,425.66
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	358342	6/2/2022	18.00
IDVILLE	ID MAKER	358343	6/2/2022	2,086.05
INNOVATIVE CONSTRUCTION	CIP 19-35 PARADISE CREEK AT KIMBALL WAY	358344	6/2/2022	16,967.00
L N CURTIS & SONS	EFF-NFNF300 TFT / FIRE	358345	6/2/2022	2,255.17
LASER SAVER INC	BLACK TONER CARTRIDGE COMPATIBLE FOR SEC8	358346	6/2/2022	735.97
LEAGUE OF CALIFORNIA CITIES	SAN DIEGO COUNTY DIVISION MEMBERSHIP	358347	6/2/2022	600.00
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES- PW	358348	6/2/2022	8.70
LOPEZ	TRAINING POST ADV SUB SUPERVSRY	358349	6/2/2022	1,280.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	358350	6/2/2022	374.37
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES- PW	358351	6/2/2022	161.02
NATIONAL CITY TROPHY	NATIONAL CITY TROPHY	358352	6/2/2022	25.77
NCPOA	REIMB NCPOA FOR TWO AWARD CEREMONIES	358353	6/2/2022	550.00
NORTH AMERICAN RESCUE LLC	TACTICAL OPERATOR RESPONSE	358354	6/2/2022	4,468.40
OFFICE SOLUTIONS BUSINESS	MOP OFFICE SUPPLIES FOR SECTION 8 DEPART	358355	6/2/2022	17.63
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES- PW	358356	6/2/2022	213.56
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE AND VEHICLE OIL / PW	358357	6/2/2022	2,010.54
PALOMAR HEALTH	SART EXAMS / PD	358358	6/2/2022	4,050.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	358359	6/2/2022	420.95
PENSKE FORD	MOP 49078 AUTO SUPPLIES	358360	6/2/2022	88.80
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358361	6/2/2022	10.56
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES / WEEK ENDING 05/01/22	358362	6/2/2022	6,002.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	358363	6/2/2022	1,067.97
R & R CONTROLS, INC	CITYWIDE ON-SITE ENVIRONMENTAL CONTROL	358364	6/2/2022	872.00
RADY CHILDREN'S HOSPITAL	SART EXAM / PD	358365	6/2/2022	1,350.00
ROBINSON	POV MILEAGE REIMBRSMT, FIRE SEASON / FIRE	358366	6/2/2022	4,088.51
RUDE	TRAINING POST ADV RIFLE MARKSMANSHIP	358367	6/2/2022	640.00
S D COUNTY SHERIFF'S DEPT	APRIL RANGE USAGE	358368	6/2/2022	200.00
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VEST / PD	358369	6/2/2022	4,254.30
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	358370	6/2/2022	836.48
SITEONE LANDSCAPE SUPPLY LLC	MOP 692777 LANDSCAPE SUPPLIES- PW	358371	6/2/2022	56.83
SMART & FINAL	MOP 00280 ARO SUPPLIES PD	358372	6/2/2022	155.64
SO CAL PPE, LLC	TURNOUT COAT AND PANTS CLEANING /FIRE	358373	6/2/2022	208.00
SOLANA CENTER	RSWA COMPLIANCE SUPPORT PERIOD APRIL 2022	358374	6/2/2022	10,530.00
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	358375	6/2/2022	1,902.77



**WARRANT REGISTER # 48
6/2/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	358376	6/2/2022	4,643.24
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	358377	6/2/2022	28.76
SYMBOLARTS, LLC	BADGES AND ACCESSORIES	358378	6/2/2022	2,061.76
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	358379	6/2/2022	6,095.59
TECHNOLOGY INTEGRATION GROUP	CF-33 KEYBOARDS FOR TABLETS	358380	6/2/2022	5,474.48
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES / PW	358381	6/2/2022	159.00
THE STAR NEWS	REQ FOR QUALIFICATION FOR CAO	358382	6/2/2022	325.90
TOPECO PRODUCTS	MOP 63849 GENERAL AUTO SUPPLIES	358383	6/2/2022	16.97
U S BANK	CREDIT CARD EXPNSSES/FIRE	358384	6/2/2022	2,678.78
US BANK	US BANK PURCHASES - APRIL	358385	6/2/2022	580.54
VORTEX INDUSTRIES INC	CITYWIDE ON-SITE SERVICE & REPAIRS	358386	6/2/2022	3,663.80
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 22	358387	6/2/2022	2,292.48
WALTERS	TRAINING REIM SLI 7	358388	6/2/2022	272.61
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES- PW	358389	6/2/2022	76.20
WETMORES	MOP 67804 GENERAL AUTO SUPPLIES- PW	358390	6/2/2022	317.00
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MGR INVOICE - MAY 2022	358391	6/2/2022	2,750.00
WSP USA INC	WSP FOCUSED GENERAL PLAN UPDATE	358392	6/2/2022	29,137.75
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	358393	6/2/2022	45,810.24
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	358394	6/2/2022	10,172.36
			A/P Total	390,412.62

SECTION 8 HAPS	Start Date	End Date	
	5/27/2022	6/2/2022	1,044,050.04

PAYROLL	Pay period	Start Date	End Date	Check Date	
	12	5/17/2022	5/30/2022	6/8/2022	1,226,916.28

GRAND TOTAL **2,661,378.94**



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Karla Apalategui, Sr. Accounting Assistant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #49 for the period of 6/03/22 through 6/09/22 in the amount of \$498,455.34.

RECOMMENDATION:

Ratify Warrants Totaling \$498,455.34

BOARD/COMMISSION PRIOR ACTION:

Not Applicable

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 6/03/22 - 6/09/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Payee</u>	<u>Description</u>	<u>Check No.</u>	<u>Amount</u>
Public Ret Emp Syst	Service Period 5/17/22 – 5/30/22	220609	\$276,389.27

FINANCIAL STATEMENT: Warrant total \$ 498,455.34

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Warrant Register #49



WARRANT REGISTER # 49
6/9/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	TAGS CAPT HERNANDEZ	358395	6/9/22	38.68
ALDEMCO	FOOD / NUTRITION CENTER	358396	6/9/22	3,577.75
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	358397	6/9/22	1,141.69
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT IS TO PROVIDE SERVICES	358398	6/9/22	10,245.21
AMEDEE	PARKING FEES, MILEAGE REIMBRSMT/FIRE	358399	6/9/22	104.61
ATLAS TECHNICAL CONSULTANTS	CIP 19-35 PARADISE CREEK AT KIMBALL WAY	358400	6/9/22	5,024.75
BEST BEST & KRIEGER ATTNY LAW	LEGAL SERVICES	358401	6/9/22	3,905.50
CORODATA RECORDS	CORODATA - RECORD STORAGE	358402	6/9/22	52.50
DELTA DENTAL OF CALIFORNIA	GRP #050908600000 - JUNE 2022	358403	6/9/22	14,710.15
DELTA DENTAL INSURANCE CO	GRP #05-7029600000 - JUNE 2022	358404	6/9/22	2,207.63
DELTA DENTAL INSURANCE CO	GRP #05-7029600002 - JUNE 2022	358405	6/9/22	57.11
D-MAX ENGINEERING INC	CIP 21-14 NC STORM WATER SVCS FY 21-22	358406	6/9/22	15,431.46
FBI - LEEDA INC	MEMBERSHIP DUES FOR CHIEF OF POLICE	358407	6/9/22	50.00
GEOSYNTEC CONSULTANTS INC	CNC POLICE DEPT SM ARMS RANGE VENT - ENG	358408	6/9/22	15,885.25
GONZALES	TRAINING ADV SUB SLI6 / PD	358409	6/9/22	411.12
GONZALES	TRAINING SLI REIM #4 / PD	358410	6/9/22	246.44
KALANKIEWICZ	TRAINING ADV LDG INIA CONF / PD	358411	6/9/22	1,707.45
KIMLEY HORN	EVALUATION OF AFFORDABLE HOUSING	358412	6/9/22	3,197.50
MCALISTER INSTITUTE	HOMELESS CASE MANAGEMENT SERVICES	358413	6/9/22	14,380.20
PACIFIC REFRIGERATION INC	PROVIDE ON-SITE COMMERCIAL- INSTALLATION	358414	6/9/22	8,676.76
POLICE AND FIRE PSYCHOLOGY	PRE-EMPLOYMENT PSYCH EVALUATION	358415	6/9/22	350.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358416	6/9/22	1,288.80
PROFESSIONAL SEARCH GROUP LLC	PROFESSIONAL SERVICES FOR WEEK ENDING 05/20	358417	6/9/22	7,308.25
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICE FOR NUTRITION STAFF UNIFORM	358418	6/9/22	713.94
RANDALL LAMB ASSOCIATES INC	CIP 21-23 CAMACHO REC HVAC REPLACEMENT	358419	6/9/22	1,407.50
SAKAMOTO	TRAINING ADV SUB GLOCK PROFESSIONAL	358420	6/9/22	563.82
SAN DIEGO GAS & ELECTRIC	SDGE GAS PAYMENT FOR 4/21/22 -5/19/22	358421	6/9/22	3,037.89
SAN DIEGO UNION TRIBUNE	THE SAN DIEGO UNION TRIBUNE PUBLIC HEARING	358422	6/9/22	822.48
SBCS CORPORATION	CARES ACT CDBG-CV AGREEMENT	358423	6/9/22	8,306.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	358424	6/9/22	1,646.92
SMART & FINAL	BOWLS FOR ALBONDIGA SOUP / NUTRITION	358425	6/9/22	57.20
STANICH	ADVANCED LODGING SUBSISTENCE / PD	358426	6/9/22	779.58
STAPLES BUSINESS ADVANTAGE	MOP#45704/OFFICE SUPPLIES/HR	358427	6/9/22	172.51
SWEETWATER AUTHORITY	WATER SERVICE 3/10/22-5/04/22	358428	6/9/22	388.96
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	358429	6/9/22	4,961.67
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - JUNE 2022	358430	6/9/22	10,040.95
THE STAR NEWS	STAR NEWS - PUBLIC NOTICING	358431	6/9/22	1,368.38
TRANS-LANG	TRANS LANG - TRANSLATION SERVICES	358432	6/9/22	1,606.50
U S BANK	MOP 19657 CC PD	358433	6/9/22	1,639.84
WALTERS	TRAINING REIM SLI 8 / PD	358434	6/9/22	261.10
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES- PW	358435	6/9/22	26.04
ADAMSON POLICE PRODUCTS	12 GA DRAG ROUNDS / PD	358436	6/9/22	5,535.38
CYRACOM INTERNATIONAL, INC	LANGUAGE LINE MAY 2022	358437	6/9/22	76.05
L C ACTION	GLOCK MAGS / PD	358438	6/9/22	1,849.50
LANGUAGE LINE SERVICES	LANGUAGE LINE PATROL	358439	6/9/22	1.88
LASER SAVER INC	MOP 04840 TONER PD	358440	6/9/22	945.64
LEXIPOL LLC	ANNUAL SUBSCRIPTION / PD	358441	6/9/22	4,166.67



**WARRANT REGISTER # 49
6/9/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MAN K9 INC	CANINE AND HANDLER ACADEMY	358442	6/9/22	20,531.25
MAN K9 INC	CANINE TRAINING MARCH	358443	6/9/22	1,184.00
MOTOROLA SOLUTIONS INC	APX SOFTWARE FOR TRAFFIC	358444	6/9/22	5,530.60
MTS	CDBG TEEN MTS TICKETS	358445	6/9/22	782.00
NALEO EDUCATIONAL FUND	39TH ANNUAL CONFERENCE / MAYOR SOTELO-SOLIS	358446	6/9/22	300.00
PROFESSIONAL SEARCH GROUP LLC	TEMP WORKER WEEK ENDING 02/06/2022	358447	6/9/22	5,400.00
REYES	COMMUNITY SERVICE SUMMER CAMP PAINTING	358448	6/9/22	690.00
SHAW INTEGRATED SOLUTIONS	2ND FL FLOORING	358449	6/9/22	19,164.97
SOLORIO FILM PRODUCTIONS	MEDIA PRODUCTION / STATE OF THE CITY	358450	6/9/22	6,000.00
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	358451	6/9/22	508.04
THE COUNSELING TEAM	PEER SUPPORT JANUARY	358452	6/9/22	1,600.00
			A/P Total	222,066.07
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 05/17/22 - 5/30/22	220609	6/9/22	276,389.27
			GRAND TOTAL	\$ 498,455.34



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Karla Apalategui, Sr. Accounting Assistant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #50 for the period of 6/10/22 through 6/16/22 in the amount of \$ 2,800,375.51.

RECOMMENDATION:

Ratify Warrants Totaling \$ 2,800,375.51

BOARD/COMMISSION PRIOR ACTION:

Not applicable

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 6/10/22 - 6/16/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Payee</u>	<u>Description</u>	<u>Check No.</u>	<u>Amount</u>
Blue Pacific Eng.	CIP Civic Center ADA Accessibility	358474	\$51,846.25
Bureau Veritas	Plan Review and Inspection Svcs.	358479	\$214,034.74
Chen Ryan Assoc.	Bayshore Bikeway Segment 5 Eng.	358487	\$52,417.91
Fortel Traffic Inc.	CIP 22-37 Install Solar Speed Sign	358507	\$71,786.25
SD Police Equipment	SWAT Ballistic Vests / PD	358546	\$132,300.84
SDG&E	Gas & Electric for Facilities	358547	\$110,604.05
Southwest Const Svc	CIP Camacho Rec Center HVAC	358551	\$195,060.23
Kaiser HP	Grp# 104220 – July 2022	489336	\$211,945.73
Admisure Inc.	Worker's Compensation Replenish	489414	\$56,896.04
Bccapital, Inc.	City of NC Contract# 25-10568	489597	\$88,590.85

FINANCIAL STATEMENT:

Warrant total \$ 2,800,375.51

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Warrant Register #50



**WARRANT REGISTER # 50
6/16/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CALIFORNIA LIBRARY ASSOCIATION	CA LIBRARY ASSN ANNUAL MEMBERSHIP FY22	358453	6/14/2022	600.00
JOHN'S LOCK & SAFE SERVICE	SAFE REPAIR CIRC DESK/LIBRARY	358454	6/14/2022	275.08
MANGO LANGUAGES	MANGO SUBSCRIPTION/LIBRARY	358455	6/14/2022	4,218.90
MIDWEST TAPE	DVDS FY 22	358456	6/14/2022	584.05
MINITEX	MINITEX- SUPPLIES RFID TAGS/LIBRARY	358457	6/14/2022	3,105.00
MOTOROLA SOLUTIONS INC	PORTABLE RADIOS	358458	6/14/2022	20,067.87
NEW READERS PRESS	NEW READERS PRESS/LITERACY	358459	6/14/2022	1,968.16
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES	358460	6/14/2022	1,344.78
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / LIBRARY	358461	6/14/2022	5.15
U S BANK	CA LIBRARY ASSN CONFERENCE FY22	358462	6/14/2022	220.00
ACADEMI TRAINING CENTER LLC	RANGE RENTAL FEES & QUAL	358463	6/16/2022	2,481.87
ACE UNIFORMS & ACCESSORIES INC	NEW OFFICER UNIFORM & ACCESSORIES	358464	6/16/2022	1,140.75
AEP CALIFORNIA LLC	GRAPHICS FRO SKYWATCH	358465	6/16/2022	1,305.00
ALL THE KINGS FLAGS	MEMORIAL DAY FLAGS	358466	6/16/2022	1,330.48
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	358467	6/16/2022	132.00
ASSI SECURITY INC	PROVIDE SECURITY SERVICES AND REPAIRS	358468	6/16/2022	700.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	358469	6/16/2022	193.03
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	358470	6/16/2022	91.17
AYDELOTTE	REIMB: AYDELOTTE CASE#2220749	358471	6/16/2022	244.55
BEECHER	LICENSE REIMBURSEMENT	358472	6/16/2022	85.00
BLINDS 4 LESS, INC	BLINDS FOR CITY FACILITIES PURCHASE AS	358473	6/16/2022	1,354.00
BLUE PACIFIC ENGINEERING	CIP 19-45 CIVIC CENTER ADA ACCESSIBILITY	358474	6/16/2022	51,846.25
BMW MOTORCYCLES OF ESCONDIDO	NCPD MOTORCYCLE FY22 - ENG/PW	358475	6/16/2022	34,995.14
BOGLE	REIMBURSMT-J BOGLE/ FIRE, LANDSCAPING NE	358476	6/16/2022	91.02
BRINK'S INCORPORATED	TRANSPORTATION BILLING PERIOD 05/01/2022	358477	6/16/2022	394.26
BUCKNAM INFRASTRUCTURE	PAVEMENT- TRAFFIC CONTROL MANAGEMENT	358478	6/16/2022	10,296.50
BUREAU VERITAS N AMERICA INC	PLAN REVIEW AND INSPECTION SERVICES	358479	6/16/2022	214,034.74
CALIFORNIA ASSOCIATION OF	CACEO WEBINAR / NSD	358480	6/16/2022	80.00
CALIFORNIA DIESEL COMPLIANCE	STAGE1- HIGH PRESSURE AIR CLEANING 2001	358481	6/16/2022	335.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	358482	6/16/2022	19.11
CAMACHO	ADV LODGING SUBSISTENCE	358483	6/16/2022	212.80
CANON SOLUTIONS AMERICA INC.	CANON MAINTENANCE BASE FOR MAY 2022- ENG	358484	6/16/2022	97.81
CDWG	KINGSTON DATATRAVELER 100 G3 32GB THUMB	358485	6/16/2022	2,091.80
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY SEGMENT 5- ENG/PW	358487	6/16/2022	52,417.91
CHILDREN'S HOSPITAL	NC SAFE ROUTES TO SCHOOL - ENG/PW	358488	6/16/2022	44,672.34
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR MAY 2022-	358489	6/16/2022	824.98
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES- PW	358490	6/16/2022	181.80
CORELOGIC SOLUTIONS LLC	CORELOGIC INVOICES FY22	358491	6/16/2022	1,974.99
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	358492	6/16/2022	2,485.93
CUSTOM TRUCK BODY & EQUIPMENT,	STRAIGHTEN TAILGATE FOR SAND SEAL / PW	358493	6/16/2022	2,672.74
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	358494	6/16/2022	5,083.40
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358495	6/16/2022	6,218.10
DELL MARKETING L P	LATITUDE 3520	358496	6/16/2022	6,900.86
DELTA DENTAL OF CALIFORNIA	GRP #05-0908601002 - JUNE 2022	358497	6/16/2022	45.22
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2022	358498	6/16/2022	9,589.01
DISCOUNT SPECIALTY CHEMICALS	USR URATIC SALT REMOVER	358499	6/16/2022	304.58
D-MAX ENGINEERING INC	T&A 90505 - E. 31ST ST APARTMENTS - ENG/PW	358500	6/16/2022	174.85



**WARRANT REGISTER # 50
6/16/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ENTERPRISE FLEET MANAGEMENT	FLEET LEASE MANAGEMENT- ENG/PW	358501	6/16/2022	15,415.29
ESGIL LLC	PROFESSIONAL SERVICE/ BUILDING	358502	6/16/2022	15,518.16
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	358503	6/16/2022	54.96
FIRE-ETC	BATTERY CHARGER AND AMP	358504	6/16/2022	1,090.32
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES- PW	358505	6/16/2022	937.10
FON JON PET CARE CENTER	CANINE SUPPLIES AND BOARDING	358506	6/16/2022	2,662.95
FORTEL TRAFFIC INC	CIP 22-37 INSTALL SOLAR SPEED SIGN	358507	6/16/2022	71,786.25
FRIEDMAN IMAGING	SCANNING SERVICE/ PLANNING	358508	6/16/2022	806.06
GEOSYNTEC CONSULTANTS INC	VALLEY ROAD CHANNEL IMPROVEMENTS - ENG/PW	358509	6/16/2022	729.25
GLOCK PROFESSIONAL, INC	MOS INSTRUCTOR WORKSHOP TUITION / PW	358510	6/16/2022	500.00
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	358511	6/16/2022	5,006.53
HAAKER EQUIPMENT COMPANY	SILENCER WELD / PW	358512	6/16/2022	8,510.17
HAMEL	EDUCATIONAL REIMBURSEMENT	358513	6/16/2022	556.29
HAMLYN WILLIAMS INC	IT TEMP FY22	358514	6/16/2022	16,000.00
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CREEK AT PLAZA PHASE	358515	6/16/2022	12,881.60
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	358516	6/16/2022	2,737.69
INNOVATIVE CONSTRUCTION	CIP 19-02 EL TOYON LAS PALMAS BIKE CORRIDOR	358517	6/16/2022	31,583.50
KIMLEY HORN AND	CIP 19-02 EL TOYON LAS PALMAS - ENG/PW	358518	6/16/2022	3,870.00
KTUA	CIP 22-09 CLEAN CA PROGRAM GRANT -ENG/PW	358519	6/16/2022	23,494.87
LASER SAVER INC	MOP 45725 OFFICE SUPPLIES/BUILDING	358520	6/16/2022	125.01
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS	358521	6/16/2022	732.48
MC GOUGH	REIMBURSEMENT FOR JOHN MCGOUGH - ICI	358522	6/16/2022	1,960.67
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES	358524	6/16/2022	170.00
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES- PW	358525	6/16/2022	76.81
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	358526	6/16/2022	211.30
NATIONAL CREDIT REPORTING	MAY-2022 FEE FOR CRIMINAL REPORT FOR SEC8	358527	6/16/2022	645.60
OCCAM VIDEO SOLUTIONS	INVESTIGATIONS VIDEO ENHANCEMENT	358528	6/16/2022	995.00
OFFICE SOLUTIONS BUSINESS	CREDIT- FOR OFFICE SUPPLIES FOR SECTION 8	358529	6/16/2022	50.55
OLSON	UC SAN DIEGO - EDUCATIONAL REIMBURSEMENT	358530	6/16/2022	795.00
PACHECO	REIMBURSE/ CONF/PLANNING	358531	6/16/2022	5.25
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	358532	6/16/2022	47.22
PENSKE FORD	R&M CITY VEHICLES FY 2022	358533	6/16/2022	833.36
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES- PW	358534	6/16/2022	1,187.98
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358535	6/16/2022	3,670.12
PROFORCE LAW ENFORCEMENT	P&E SUPPLIES	358536	6/16/2022	462.41
PROJECT PROFESSIONALS CORP	CIP 19-14 E. 4TH ST PROTEC L-T ENHANCE -	358537	6/16/2022	1,808.20
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	358538	6/16/2022	644.21
RKI INSTRUMENTS INC	ES-1821 CO SENSOR,	358539	6/16/2022	1,163.83
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS	358540	6/16/2022	1,529.97
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT FAINSKI AND PHILLIP / PD	358541	6/16/2022	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITIO ROT LONG AND SAKAMOTO / PD	358542	6/16/2022	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SANCHZ SPTELLI / PD	358543	6/16/2022	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SEGAL / PD	358544	6/16/2022	23.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT PECK / PD	358545	6/16/2022	23.00
SAN DIEGO POLICE EQUIPMENT	SWAT BALLISTIC VESTS / PD	358546	6/16/2022	132,300.84
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	358547	6/16/2022	110,604.05
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	358548	6/16/2022	7,834.31



**WARRANT REGISTER # 50
6/16/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES- PW	358549	6/16/2022	254.78
SMART & FINAL	CDBG/TEENS CASA DE SALUD SNACKS	358550	6/16/2022	524.51
SOUTHWEST CONSTRUCTION SERVICE	CIP 20-07 CAMACHO RECREATION CENTER HVAC	358551	6/16/2022	195,060.23
SOUTHWEST SIGNAL SERVICE	LIGHTING MAINTENANCE	358552	6/16/2022	45,551.37
SPEEDPRO IMAGING	"NATIONAL CITY" LOGO ONLY	358553	6/16/2022	224.42
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/ FINANCE	358554	6/16/2022	2,062.94
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES/ PLANNING	358555	6/16/2022	51.65
STARTECH COMPUTERS	COMPUTER ACCESSORIES	358556	6/16/2022	937.14
STILES	COLUMBIA SOUTHERN UNIV FIRE SVC PERSONNEL	358557	6/16/2022	634.50
STILES	THE STUDY OF IMPACT OF FIRE	358558	6/16/2022	173.17
STINNETT	REIMBURSEMENT FOR RYAN STINNETT - TRAINING	358559	6/16/2022	600.92
SUN BADGE COMPANY INC	BUCKLES / FIRE DEPT	358560	6/16/2022	246.27
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	358561	6/16/2022	4,608.56
TEC-DURAZO	REIMBURSEMENT FOR FREDDY TEC - PUBLIC SA	358562	6/16/2022	220.48
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP	358563	6/16/2022	980.58
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	358564	6/16/2022	1,074.00
T'S & SIGNS	SENIOR SATURDAY TENTS	358565	6/16/2022	2,267.44
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	358567	6/16/2022	409.05
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	358568	6/16/2022	653.51
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	358569	6/16/2022	461.68
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	358570	6/16/2022	9,914.50
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	358571	6/16/2022	1,980.57
WEST PAYMENT CENTER	INVESTIGATIONS SERVICE	358572	6/16/2022	713.69
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	358573	6/16/2022	62.50
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES- PW	358574	6/16/2022	749.55
ZAPPIELLO	ENGINEERING EDUCATION & TRAINING	358575	6/16/2022	900.00

A/P Total 1,242,985.15

WIRED PAYMENTS

KAISER FOUNDATION HEALTH PLAN	GRP #104220 - JULY 2022 / INV#3991520599	489336	6/14/2022	211,945.73
ADMINSURE INC	WORKERS' COMPENSATION REPLENISHMENT	489414	6/14/2022	56,896.04
BCICAPITAL, INC	CITY OF NATIONAL CITY CONTRACT#25-10568-	489597	6/14/2022	88,590.85

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
13	5/31/2022	6/13/2022	6/22/2022	1,199,957.74

GRAND TOTAL 2,800,375.51



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Karla Apalategui, Sr. Accounting Assistant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #51 for the period of 6/17/22 through 6/23/22 in the amount of \$ 449,614.08.

RECOMMENDATION:

Ratify Warrants Totaling \$ 449,614.08

BOARD/COMMISSION PRIOR ACTION:

Not Applicable

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 6/17/22 - 6/23/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Payee</u>	<u>Description</u>	<u>Check No.</u>	<u>Amount</u>
Southwest Signal Svc	Lighting Maintenance / PW	358653	\$124,750.00
WSP USA Inc	Focused General Plan Update	358664	\$50,212.36

FINANCIAL STATEMENT:

Warrant total \$ 449,614.08

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Warrant Register No. 51



**WARRANT REGISTER # 51
6/23/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BARRERA	TYLER CONNECT 2022 CONFERENCE REIMB	358576	6/20/22	2,139.28
OCANA	TYLER CONNECT 2022 CONFERENCE REIMB	358577	6/20/22	1,929.19
OPTUM FINANCIAL, INC	HSA MONTHLY MAINT FEE - GROUP #HB1966	358578	6/20/22	45.50
OPTUM FINANCIAL, INC	HSA MONTHLY MAINT FEE - GROUP #HB1966	358579	6/20/22	42.25
OPTUM FINANCIAL, INC	HSA MONTHLY MAINT FEE - GROUP #HB1966	358580	6/20/22	39.00
RELIANCE STANDARD	JUNE 2022 - GRP VAI826233, VCI801146	358581	6/20/22	3,686.85
SASI	REF#119630 / INV DATE 02/01/2022	358582	6/20/22	541.00
SASI	REF#119884 / INV DATE 05/01/2022	358583	6/20/22	451.00
SASI	REF#119977 / INV DATE 06/01/2022	358584	6/20/22	58.00
VISION SERVICE PLAN	JUNE 2022 - VSP STATEMENT #815325386	358585	6/20/22	843.04
ABC IMAGING	CANON PLOTTER PRINTER PAPER - ENG/PW	358586	6/23/22	393.27
ACE UNIFORMS & ACCESSORIES INC	ACE UNIFORMS / NSD	358587	6/23/22	650.56
ALDEMCO	FOOD / NUTRITION CENTER	358588	6/23/22	8,363.83
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	358589	6/23/22	2,722.79
ALLSTAR FIRE EQUIPMENT INC	LION CVBM-K7. 6.0Z NATURAL PBI /FIRE	358590	6/23/22	43,326.00
AMAZON	SUMMER CAMP BEACH MATERIALS	358591	6/23/22	351.54
APS LIGHTING & SAFETY PRODUCTS	F4DLR, RED FLASHING POD	358592	6/23/22	1,357.65
BAJA PARTS & EQUIPMENT INC	MOP 85049 GENERAL AUTO SUPPLIES- PW	358593	6/23/22	1,420.25
BLUE LIGHT LLC	SOFTWARE FOR CAU	358594	6/23/22	10,169.00
BOOT WORLD	MOP 64096 BOOT WORLD / NSD	358595	6/23/22	122.32
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 6/1/22	358596	6/23/22	394.26
CALRECYCLE	BEVERAGE CONTAINER RECYCLING PROG	358597	6/23/22	500.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	358598	6/23/22	7,200.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	358599	6/23/22	300.50
COLANTUONO HIGHSMITH &	PROFESSIONAL SERVICES / CAO	358600	6/23/22	3,605.00
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE - MARCH 2022	358601	6/23/22	11,543.50
COUNTY OF SAN DIEGO	RSWA - UNIFIED PROGRAM FACILITY PERMIT 7	358602	6/23/22	3,726.00
COUNTY OF SAN DIEGO	FILING NOTICE OF EXEMPTION -NC STREET	358603	6/23/22	50.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358604	6/23/22	6,589.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358605	6/23/22	3,455.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358606	6/23/22	1,470.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358607	6/23/22	920.00
DEERE & COMPANY	CIP FLEET - STREETS AND WW BRUSH HOG- ENG	358608	6/23/22	2,738.15
DELGADO	EMPLOYEE REIMBURSEMENT YOUTH PROGRAM	358609	6/23/22	189.09
DELTA DENTAL INSURANCE CO	MARCH 2022 - GRP#05-7029600000	358610	6/23/22	50.82
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICE/ CAO	358611	6/23/22	6,650.00
D-MAX ENGINEERING INC	CIP 19-35 PARADISE CREEK MITIGATION PROJECT	358612	6/23/22	431.55
ESGIL LLC	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22	358613	6/23/22	4,335.60
EXOS COMMUNITY SERVICES LLC	MAY PAYROLL BURDEN MANAGEMENT FEES	358614	6/23/22	12,795.82
FIRE ETC	WILDLAND HOSE PACK WP2215 /FIRE	358615	6/23/22	2,071.69
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	358616	6/23/22	584.01
HDR ENGINEERING, INC.	CIP 19-35 PARADISE CREEK KIMBALL	358617	6/23/22	1,884.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR PARKS	358618	6/23/22	561.76
IPS GROUP INC	PARKING MANAGEMENT HOSTING FEE AND WEB	358619	6/23/22	4,583.42
KIMLEY HORN AND	CIVIC CENTER ACCESS IMPROVEMENTS - ENG/P	358620	6/23/22	3,727.50
LASER SAVER INC	MOP 45725 OFFICE SUPPLIES/FINANCE	358621	6/23/22	652.29
LASHBROOK	REIMBURSEMENT FOR AMBER LASHBROOK - 2022	358622	6/23/22	354.52
LEFORT'S SMALL ENGINE REPAIR	TORO BLADES / PARKS	358623	6/23/22	719.70



**WARRANT REGISTER # 51
6/23/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES & PARTS	358624	6/23/22	732.48
METEAU JR	TRAVEL EXPENSE REPORT	358625	6/23/22	1,202.13
MEYERS, NAVE, RIBACK, SILVER	PROFESSIONAL SERVICES / CAO	358626	6/23/22	1,381.00
MOTOROLA SOLUTIONS INC	PORTABLE RADIOS	358627	6/23/22	30,388.97
MUNICIPAL FINANCE OFFICES	ATTENDANCE FOR CSMFO CONF JANUARY 2022	358628	6/23/22	860.00
NV5 INC	T&A 90446 - 3120 E 2ND ST -ENG/PW	358629	6/23/22	4,840.00
OFFICE SOLUTIONS BUSINESS	MOP 83778, CHAIRMAT / FIRE	358630	6/23/22	49.69
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES- PW	358631	6/23/22	11.95
PACIFIC REFRIGERATION INC	PROVIDE ON-SITE COMMERCIAL- SERVICE	358632	6/23/22	1,358.51
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	358633	6/23/22	260.56
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358634	6/23/22	2,604.95
PROFESSIONAL SEARCH GROUP LLC	PROFESSIONAL SERVICES FOR WEEK ENDING 04	358635	6/23/22	4,420.00
PROGRESSIVE SOLUTIONS INC	THERMAL PAPER 80MM ROLLS FOR FINANCE	358636	6/23/22	190.94
PROJECT PROFESSIONALS CORP	CIP 20-07 CAMACHO CENTER HVAC REPLACEMENT	358637	6/23/22	11,636.86
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICE / NUTRITION	358638	6/23/22	975.12
RADY CHILDREN'S HOSPITAL	SEXUAL ABUSE EXAM / PD	358639	6/23/22	1,811.00
RANDALL LAMB ASSOCIATES INC	CIP 19-42 CNC STANDBY POWER CONVERSION	358640	6/23/22	7,466.25
RANDALL LAMB ASSOCIATES INC	CIP 20-20 SNC CIVIC CENTER SERVER ROOM	358641	6/23/22	543.75
RCP BLOCK & BRICK INC	MAXIMIZER CONCRETE MIX 80 LB WHITE	358642	6/23/22	138.65
REDISTRICTING INSIGHTS, LLC	PROFESSIONAL SERVICES / CAO	358643	6/23/22	12,500.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	358644	6/23/22	7.63
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	358645	6/23/22	892.93
SERPA	LICENSE REIMBURSEMENT	358646	6/23/22	85.00
SHRED IT USA	RECORD DESTRUCTION - SHRED IT	358647	6/23/22	1,171.93
SILVER & WRIGHT LLP	LEGAL SERVICE/ CAO	358648	6/23/22	1,525.00
SITEONE LANDSCAPE SUPPLY LLC	HUNTER 1-25 ADJUSTABLE ROTOR 4 IN.~	358649	6/23/22	415.38
SMART & FINAL	MOP 45756, SUN LAUDRY DTRGNT/FIRE	358650	6/23/22	43.45
SMART SOURCE OF CALIFORNIA LLC	VEHICLE IMPOUND WARNING, 72 HOUR PARKING	358651	6/23/22	1,258.32
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES	358652	6/23/22	109.91
SOUTHWEST SIGNAL SERVICE	LIGHTING MAINTENANCE / PW	358653	6/23/22	124,750.00
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	358654	6/23/22	1,714.26
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	358655	6/23/22	8,481.45
TERMINIX INTERNATIONAL	PREVENTATIVE PEST CONTROL SERVICES	358656	6/23/22	78.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	358657	6/23/22	25.10
TRAINING INNOVATIONS INC	TMS SOFTWARE SUPPORT SUBSCRIPTION	358658	6/23/22	800.00
T'S & SIGNS	MISS NATIONAL CITY PRINTES MATERIALS	358659	6/23/22	551.36
U S BANK	US BANK / CAO	358660	6/23/22	810.41
VELOCITY TRUCK CENTERS	METERING UNIT-DEF EPA10	358661	6/23/22	1,082.05
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES- PW	358662	6/23/22	505.33
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	358663	6/23/22	124.08
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	358664	6/23/22	50,212.36

A/P Total 438,752.76

SECTION 8 HAPS

Start Date 6/17/2022 **End Date 6/23/2022**

10,861.32

Page 291 of 317 **GRAND TOTAL**

\$ 449,614.08



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Karla Apalategui, Sr. Accounting Assistant, Finance
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Warrant Register #52 for the period of 6/24/22 through 6/30/22 in the amount of \$ 1,995,234.08.

RECOMMENDATION:

Ratify Warrants Totaling \$ 1,995,234.08

BOARD/COMMISSION PRIOR ACTION:

Not applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 6/24/22 - 6/30/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Payee</u>	<u>Description</u>	<u>Check No.</u>	<u>Amount</u>
Fortel Traffic Inc.	CIP Provide/Install Solar Speed Sign	358704	\$128,016.00
Neri Landscape	Las Palmas Pool and Fitness Cntr.	358732	\$171,232.50
SD Mechanical Energy	Preventative Maintenance for HVAC	358749	\$198,633.00

FINANCIAL STATEMENT: Warrant total \$ 1,995,234.08

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Warrant Register #52



**WARRANT REGISTER # 52
6/30/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MONTIJO	ACCOUNT #41380 TAG#17020. DOUBLE PYMNT	358665	6/29/2022	93.00
SILYNX COMMUNICATIONS,	MICH50004-02, CLARUS MICRO BOOM MIC,	358666	6/29/2022	3,013.50
ACE UNIFORMS & ACCESSORIES INC	TAGS S. FUSTON	358667	6/30/2022	38.68
AEP CALIFORNIA LLC	CIP FLEET POLICE DEPT TRAFFIC TRUCK	358668	6/30/2022	25,224.08
ALDEMCO	FOOD / NUTRITION CENTER	358669	6/30/2022	1,249.85
ALIGNMENT EXPRESS OF CA INC	SHOP SUPPLIES / PW	358670	6/30/2022	5,892.60
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	358671	6/30/2022	382.86
AMAZON	SUMMER CAMP ARTS & CRAFTS	358672	6/30/2022	842.42
AZUCENA	CUSTOMER ACCOUNT 002946 OVERPAYMENT	358673	6/30/2022	70.00
BARTOLOTTA	CITATION REFUNDS - MARCH 2022	358674	6/30/2022	35.00
BELLMONT GROWTH LLC	CUSTOMER ACCT 003049 OVERPAYMENT	358675	6/30/2022	60.00
BSN SPORTS LLC	COMM SERVICE SELF DEFENSE CLASS MATS	358676	6/30/2022	3,126.42
BURNS	CITATION REFUNDS - MAY 2022	358677	6/30/2022	25.00
BUSH	TRAVEL REIMBURSEMENT FOR VICE MAYOR	358678	6/30/2022	1,003.10
CALBO	TRAINING/BUILDING	358679	6/30/2022	90.00
CALIFORNIA REGION	LIABILITY CLAIM COST	358680	6/30/2022	654.13
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER PRINTER MAINTENACE/ENG	358681	6/30/2022	105.17
CDEBACA	CITATION REFUNDS - MARCH 2022	358682	6/30/2022	2.10
CHEN RYAN ASSOCIATES INC	CIP 21-25 W. 19TH STREET GREENWAY - ENG/PW	358683	6/30/2022	8,060.40
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT FOR MARCH	358684	6/30/2022	14.12
CLARISSA REYES FALCON	SERVICES FALCON STRATEGIES	358685	6/30/2022	25,000.00
CLEMENTE	MILEAGE - PICK UP / DROP OFF CLOSED SESSION	358686	6/30/2022	27.89
DAHMS	CITATION REFUNDS - MAY 2022	358688	6/30/2022	35.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	358689	6/30/2022	7,022.28
DAVIS	REIMBURSEMENT FOR EVAN DAVIS - 2022 TYLER	358690	6/30/2022	250.00
DAY WIRELESS SYSTEMS	COMM EQPMT MNTNCE SVC FY22 / FIRE	358691	6/30/2022	328.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	358692	6/30/2022	617.95
DELGADO	REIMBURSEMENT FOR CSD SUPPLIES	358693	6/30/2022	145.71
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	358694	6/30/2022	288.00
DEPT OF JUSTICE	DOJ FINGERPRINTING MAY	358695	6/30/2022	614.00
D-MAX ENGINEERING INC	T&A 90552 - 233 ROOSEVELT AVE - ENG/PW	358696	6/30/2022	1,342.30
DOTY	REIMBURSEMENT OF A DEPOSIT FEE/ PLANNING	358697	6/30/2022	16,852.50
ESGIL LLC	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22	358698	6/30/2022	1,592.40
ESPITIA	CITATION REFUNDS - APRIL 2022	358699	6/30/2022	0.50
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS TOOL	358700	6/30/2022	290.14
FLEET SERVICES INC	BRAKE DRUM~	358701	6/30/2022	725.07
FLORES MICLAT	CITATION REFUNDS - MARCH 2022	358702	6/30/2022	35.00
FON JON PET CARE CENTER	FOOD AND BOARDING FOR CANINES	358703	6/30/2022	1,136.80
FORTEL TRAFFIC INC	CIP 22-37 PROVIDE/INSTALL SOLAR SPEED SIGN	358704	6/30/2022	128,016.00
GARCIA JR	CITATION REFUNDS - MAY 2022	358705	6/30/2022	50.00
GIL	REIMB: SAL GIL DUTY HOLSTER RED DOT TRAINING	358706	6/30/2022	823.27
GONZALES	REIMBURSEMENT FOR GABRIEL GONZALEZ - REP	358707	6/30/2022	701.01
GONZALES	REIMBURSEMENT FOR ROBERTO GONZALES - SLI	358708	6/30/2022	233.28
GOVCONNECTION INC	HUNTZMAN KEYBOARD	358709	6/30/2022	253.67
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	358710	6/30/2022	256.48
HAAKER EQUIPMENT COMPANY	WLDT-SHOE, DRAG, SGL~	358711	6/30/2022	2,507.67
HOME DEPOT CREDIT SERVICES	2 IN.X 8INX12FT #2 AND BETTER PRIME/FIRE	358712	6/30/2022	4,505.44



**WARRANT REGISTER # 52
6/30/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	358713	6/30/2022	12.00
INNOVATIVE CONSTRUCTION	CIP 19-35 PARADISE CREEK AT KIMBALL WAY	358714	6/30/2022	27,526.50
INTERNATIONAL CODE COUNCIL	ICC MEMBERSHIP/ BUILDING	358715	6/30/2022	265.00
JRP AUTO SALES	CITATION REFUNDS - APRIL 2022	358716	6/30/2022	10.00
L C ACTION	MAGS AND CATCHES	358717	6/30/2022	1,272.06
LASER SAVER INC	MOP 04840 TONER PD	358718	6/30/2022	375.02
LORONA	LICENSE REIMBURSEMENT	358719	6/30/2022	80.00
MAN K9 INC	MAY CANINE TRAINING / PD	358720	6/30/2022	1,184.00
MASON'S SAW &	MOP 45729 EQUIPMENT SUPPLIES & REPAIR	358721	6/30/2022	1,082.46
MAZZARELLA & MAZZARELLA LLP	PROFESSIONAL SERVICES / CAO	358722	6/30/2022	14,302.33
MCMILLION	CITATION REFUNDS - APRIL 2022	358723	6/30/2022	35.00
METRO WASTEWATER JPA	NC AGENCY PORTION OF METRO JPA	358724	6/30/2022	16,816.00
MOBILE LABORATORY SERVICES	NECROPSY / PD	358725	6/30/2022	875.00
MORA	TECATE FIRE TRAINING REIMBURSEMENT	358726	6/30/2022	325.93
MORRISON	TRAVEL REIMB / COUNCILMEMBER MORRISON	358727	6/30/2022	1,989.21
MYRES	CUSTOMER ACCOUNT 003509 OVERPAYMENT	358728	6/30/2022	150.00
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2022	358729	6/30/2022	468.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	358730	6/30/2022	5,290.00
NATIONAL EMBLEM INC	CHEVRONS AND HASHMARKS	358731	6/30/2022	857.45
NERI LANDSCAPE ARCHITECTURE	LAS PALMAS POOL AND FITNESS CENTER - ENG	358732	6/30/2022	171,232.50
NHA ADVISORS, LLC	DISCLOSURE & CDIA COMPLIANCE SVCS FY 20	358733	6/30/2022	8,750.00
NINYO & MOORE	T&A 90552 - 233 ROOSEVELT AVE - ENG/PW	358734	6/30/2022	321.64
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	358735	6/30/2022	350.28
PALOMAR HEALTH	SART EXAMS	358736	6/30/2022	1,350.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	358737	6/30/2022	42.20
PORAC	PORAC FOR RESERVE OFFICERS	358738	6/30/2022	36.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358739	6/30/2022	6,224.99
PROFESSIONAL SEARCH GROUP LLC	TEMP LABOR	358740	6/30/2022	7,185.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	358741	6/30/2022	786.33
PULIDO	CITATION REFUNDS - MARCH 2022	358742	6/30/2022	110.00
R & R CONTROLS, INC	CITYWIDE ON-SITE ENVIRONMENTAL CONTROL	358743	6/30/2022	325.00
RADY CHILDREN'S HOSPITAL SAN D	SART EXAM	358744	6/30/2022	550.00
ROADONE	MOP 02420 TOWING ROADONE	358745	6/30/2022	180.00
RUDE	REIMBURSEMENT - RIFLE MANAGEMENT	358746	6/30/2022	740.82
S D COUNTY SHERIFF'S DEPT	MAY RANGE USE	358747	6/30/2022	800.00
SAN DIEGO MECHANICAL ENERGY	PREVENTATIVE MAINTENANCE FOR HVAC	358748	6/30/2022	198,633.00
SAN DIEGO POLICE EQUIPMENT	FEDERAL AMMO 9MM	358749	6/30/2022	13,110.61
SAN DIEGO UNION TRIBUNE	CIP 22-01 LAS PALMAS POOL RENOVATION AD	358750	6/30/2022	1,216.70
SANCHEZ	CITATION REFUNDS - APRIL 2022	358751	6/30/2022	10.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	358752	6/30/2022	124.82
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	358753	6/30/2022	602.10
SEGURA DELGADO, ISLE	CUSTOMER ACCT 002386 OVERPAYMENT	358754	6/30/2022	50.00
SHER EDLING LLP	LEGAL SERVICES	358755	6/30/2022	7,130.00
SMART & FINAL	MOP 45756 CASA TEENS SUPPLIES	358756	6/30/2022	775.92
SMART SOURCE OF CALIFORNIA LLC	DISTRUBANCE VIOLATION NOTICE	358757	6/30/2022	4,990.61
SOLANA CENTER FOR	RSWA COMPLIANCE SUPPORT SVCS PERIOD 5/1/22	358758	6/30/2022	5,645.00
SORIANO	CITATION REFUNDS - MARCH 2022	358759	6/30/2022	35.00



**WARRANT REGISTER # 52
6/30/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOSA	CITATION REFUNDS - APRIL 2022	358760	6/30/2022	48.33
STAPLES BUSINESS ADVANTAGE	EASELS FOR TRAINING	358761	6/30/2022	2,901.03
STC TRAFFIC	GENERAL SERVICES / ENG	358762	6/30/2022	7,209.45
STEARNS WEAR INC	SPIT SOCK HOODS	358763	6/30/2022	617.25
SUPERIOR READY MIX	DECOMPOSED GRANITE / PW	358764	6/30/2022	148.70
SYMBOLARTS, LLC	PINS AND BACKINGS	358765	6/30/2022	1,840.39
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	358766	6/30/2022	2,905.52
TACTICAL TECH, LLC	AIR POWER LAUNCHER	358767	6/30/2022	11,544.83
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP	358768	6/30/2022	3,707.24
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	358769	6/30/2022	1,233.00
THE COUNSELING TEAM	PEER SUPPORT MAY 2022	358770	6/30/2022	800.00
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES /FIRE	358771	6/30/2022	150.00
THE STAR NEWS	PROPOSAL FOR ERP SYSTEM/ IMPLEMENTATION	358772	6/30/2022	74.31
THOMSON REUTERS WEST	SUBCSRIPTIONS	358773	6/30/2022	1,157.08
T'S & SIGNS	COMM SERVICES STAFF UNIFORMS	358774	6/30/2022	955.10
U S BANK	PD TRAINING CREDIT CARD	358775	6/30/2022	3,040.51
U S BANK	CREDIT CARD PAYMENT, SERGIO MORA/FIRE	358776	6/30/2022	7,244.12
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	358777	6/30/2022	4,603.45
VELASCO	CITATION REFUNDS - MARCH 2022	358778	6/30/2022	50.00
VORTEX INDUSTRIES INC	CITYWIDE ON-SITE SERVICE & REPAIRS	358779	6/30/2022	2,266.02
VU	CITATION REFUNDS - APRIL 2022	358780	6/30/2022	25.00
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 22~	358781	6/30/2022	1,427.66
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	358782	6/30/2022	1,804.85
WEAVER	FEDEX - POLICE RECRUIT TESTING MATERIALS	358783	6/30/2022	106.30
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES- PW	358784	6/30/2022	381.35
WILLY'S ELECTRONIC SUPPLY	MOP 00351 SUPPLIES PD	358785	6/30/2022	199.60
WOODRUFF, SPRADLIN & SMART APC	RSWA REIMBURSEMENT TO WSS FOR RSWA	358786	6/30/2022	25.13
YOUNG	CITATION REFUNDS - APRIL 2022	358787	6/30/2022	60.00

A/P Total 804,383.49

PAYROLL				
Pay period	Start Date	End Date	Check Date	
14	6/14/2022	6/27/2022	7/6/2022	1,190,850.59

GRAND TOTAL 1,995,234.08



AGENDA REPORT

Department: City Manager's Office
Prepared by: Shelley Chapel, MMC, Deputy City Clerk
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Public Meeting Protocols – In-Person and Teleconference Meetings

RECOMMENDATION:

Discussion and direct staff for future meetings.

BOARD/COMMISSION PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City Council has made previous findings to remain virtual as allowed under AB 361, which authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act. On April 5, 2022, the City Council voted to transition Public Meetings, including City Council and all Boards, Commissions, and Committees (BCCs), back to in-person meetings effective August 1.

Highly Infectious BA.4 and BA.5 Subvariants are increasing COVID cases in San Diego County. Council consideration to return to the in-person meetings will be discussed and direction will be provided to staff.

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

None.



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, Deputy City Clerk
Meeting Date: Tuesday, August 2, 2022
Approved by: Brad Raulston, City Manager

SUBJECT:

Accept the Certification of Sufficiency of Initiative Petition Entitled, "National City Special Parcel Tax for Streets and Parks."

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution Accepting the San Diego County Registrar of Voters Letter Verifying Petition of Sufficiency; and the Council shall adopt one of the following three (3) options.

Option 1:

- 1) Adopt Ordinance

Option 2:

Submit the Initiative Measure, without alteration, to the voters:

- 1) Adoption of Resolution Calling and Giving Notice of Holding of a General Municipal Election on Tuesday, November 8, 2022, for the Submission to the Voters of the Question of a Special Parcel Tax for Streets and Parks, and Submittal of Arguments and Rebuttals; and
- 2) Approving the Budget Appropriation from the General Fund to hold approved election; and
- 3) Adoption of Resolution Requesting the Board of Supervisors of the County of San Diego to Consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide Gubernatorial General Election on that date pursuant to Elections Code Section 10403.

Option 3:

- 1) Order Impact Analysis Report per Election Code 9212

BOARD/COMMISSION PRIOR ACTION:

Not Applicable.

EXPLANATION:

Summary:

On Tuesday, June 7, 2022, in accordance with State law, the City Clerk accepted a citizens' initiative petition titled, "National City Street Repair & Parks Improvement Measure." (Exhibit A)

The Initiative Petition contained the required 2,779 valid signatures to place the proposed measure on the ballot and Elections Code Section 9114 requires the Office of the City Clerk to certify the results of the examination to the City Council. Further, Elections Code Section 9215 requires the City Council to take action on the initiative petition.

Discussion:

On Tuesday, February 1, 2022, initiative proponents filed a Notice of Intent to Circulate Petition with the Office of the City Clerk. In accordance with Elections code Section 9203, the Deputy City Clerk notified the City Attorney immediately who prepared the ballot title and summary, entitled, “National City Special Parcel Tax for Streets and Parks.” (Exhibit B)

The proponents published the Notice of Intent in The Star News on Friday, February 25, 2022, a proof of publication affidavit was filed with the Office of the City Clerk as required in Elections Code Section 9206, on Thursday, March 3, 2022.

On Tuesday, June 7, 2022, proponents Barbara Avalos, Ken Seaton-Msemaji, and Jose Rodriguez submitted to the Deputy City Clerk signatures for examination pertaining to the initiative petition entitled, “National City Special Parcel Tax for Streets and Parks.”

On the same day the Deputy City Clerk, Shelley Chapel and Executive Secretary Tonya Hussain, conducted a Prima Fascial count and examination (as provided for in Election Code Section 9115) of the records confirming the raw number of signatures submitted had met the minimum required and would be sent to the San Diego County Registrar of Voters for verification and confirmation. That day the petition was delivered by the Deputy City Clerk and Executive Secretary to the San Diego County Registrar of Voters to examine the records of registration and ascertain that the petition had been signed by the requisite number of City of National City Registered Voters.

According to the report by the Secretary of State dated January 2022, the number of registered voters in the City of National City were 27,785, therefore, to meet the requirements the petition must be signed by not less than 10% or 2,779 valid signatures of voters registered in the City of National City.

On Thursday, July 21, 2022, the San Diego County Registrar of Voters certified the measure to have the amount of qualified signatures necessary to qualify to be placed on the ballot for a vote of the residents. The Deputy City Clerk certifies the initiative petition, filed on June 7, 2022, as sufficient and states that the petition contains the required amount of qualifying signatures which allows the City Council to place the measure on the November 8, 2022 ballot. Thereby, causing action to be taken by the Deputy City Clerk as the Elections Official to call the consolidation of a General Election.

Total number of signatures filed by proponent raw count: (County Verified)	3,421
Total number of signatures verified:	3,353
Number of signatures found sufficient:	2,779
Number of signatures found insufficient:	574
Number of signatures insufficient because of Duplication:	41
Total number of signatures required to qualify for General Municipal Election (10% of Registered Voters = 27,785)	2,779
Total Number of Signatures Valid based on verification certificate:	2,779

A copy of the Registrar of Voters Letter Verifying Petition Sufficiency qualifying signatures is an Attachment to Exhibit C of this report.

The Elections Code Section 9215 offers three options for the City Council to consider when a citizen’s initiative petition has been certified as sufficient.

Option 1:

Adopt the Ordinance, without alteration at the regular meeting in which the certification of the petition is presented, or within ten (10) days after it is presented.

While this is generally an option for citizens initiatives, there is no ordinance to adopt in this case because the Initiative Measure proposes a tax and State law requires voter-approval for taxes. Consistent with such limitations, the Initiative Measure does not propose that the Council adopt the tax itself but rather proposes submission of a tax and corresponding revisions to the Municipal Code to the voters. Accordingly, Option 1 is not available.

Option 2:

Submit the Initiative Measure, without alteration, to the voters. This action would consist of the City Council adopting Resolutions to place the item on the ballot for the voters of National City to decide:

- 4) Adoption of Resolution Calling and Giving Notice of Holding of a General Municipal Election on Tuesday, November 8, 2022, for the Submission to the Voters of the Question of a Special Parcel Tax for Streets and Parks, and Submittal of Arguments and Rebuttals; and
- 5) Approving the Budget Appropriation from the General Fund to hold approved election; and
- 6) Adoption of Resolution Requesting the Board of Supervisors of the County of San Diego to Consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide Gubernatorial General Election on that date pursuant to Elections Code Section 10403.

Option 3:

- 1) Order a report pursuant to Elections Code Section 9212 at a regular meeting at which the certification to the petition is presented. When the report is presented to the legislative body, the legislative body shall either adopt the ordinance within 10 days or order an election.

If the City Council chooses Option 2, to submit the Initiative Measure to the voters, the election must be not less than 88 days after the date of the order of election. If the desire is to make the November 8th election, the City Council has no more than ten (10) days from the meeting at which the petition is certified sufficient (no later than August 12, 2022) to adopt a Resolution Calling the Election and Consolidating with the County. However, if the City Council chooses Option 2, it is recommended that the City Council adopt the attached resolutions at this time, without delay.

The first resolution calls for and gives notice of the holding of the General Municipal Election and second resolution requests the Board of Supervisors of the County of San Diego to render specified services to the City relating to the conduct of the election. If the Council fails to issue the order calling the election, the Deputy City Clerk as the Elections Official shall set the date in compliance with the Elections Code. The resolution is also providing of the Filing of Arguments in Favor of or Against Ballot Measure Submitted at a General Municipal Election as allowed in Elections Code Sections 9282-9287.

The author or a majority of the authors of any argument may prepare and submit written arguments not exceeding 300 words in length, or may authorize, in writing, any other person or persons to prepare, submit, or sign the written argument.

A rebuttal argument may not be signed by more than five (5) individuals and may not exceed 250 words.

The rebuttal arguments shall be filed with the Deputy City Clerk, signed, with the printed name(s) and signature (s) of the author(s) submitting it, or if the submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers, not more than ten (10) days after the final date for filing direct arguments.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut. All arguments shall include requirements provided in Elections Code Sections 9282-9285.

As provided in the Elections Code Section 9286, the City Clerk as the Elections Official has fixed a date of fourteen (14) days from the Calling of the Election as a deadline, after which no arguments for or against a city measure may be submitted for printing and distribution to the voters.

Deadline date after which no Arguments For or Against the measure is:

Tuesday, August 16, 2022 at 5:00 p.m.

Deadline for public review period days ends ten (10) days following the Calling of the Election:

Friday, August 12, 2022 at 5:00 p.m.

Deadline for Rebuttal Arguments are due to the Office of the City Clerk:

Wednesday, August 17, 2022 at 5:00 p.m.

That pursuant to Elections Code Section 9285, the Deputy City Clerk selects the argument for and against the measure (not exceeding 300 words each) which will be printed and distributed to the voters, the Elections Official shall send copies of the arguments in favor of or against the measure to the authors immediately upon receiving the arguments.

The San Diego Registrar of Voters will hold the election and following the election has thirty (30) days to certify the results of said election.

FINANCIAL STATEMENT:

Because this was a citizen generated initiative, staff did not previously budget for the costs associated with the Signature Verification nor the cost of General Municipal Election as part of its proposed expenditures.

Invoice has been received for the Signature Verification and totals \$26,911.

Increases will be made in the line time for Election Costs in the General Fund Fiscal Year 2022-2023 budget. The estimated General Fund Fiscal year 2022-2023 deficit will increase by the same amount. The actual cost to add the initiative to the ballot is not available at the time of report, however an estimate of cost has been provided by the Registrar of Voters of \$25,000 - \$45,000. This does not include additional requirements for translations and publication of legal notices which will be an additional cost of \$5,000 - \$15,000 dollars.

These fees are for the City of National City Citizen’s Initiative to be consolidated with the Tuesday, November 8, 2022, Gubernatorial Municipal Election. Election costs are shared by participating jurisdictions in the election and at this time it is not known how many jurisdictions will participate and how many items will appear on the ballot. These figures are conservative estimates based on past elections similar in scope.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with the Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Citizens Initiative Measure – Copy Not For Use

Exhibit B – City Attorney Ballot Title and Summary

Exhibit C – Resolution Certifying Sufficiency

Exhibit D - Resolution Calling and Giving Notice of Holding of a General Municipal Election on Tuesday, November 8, 2022, for the submission to the voters of the question of a Special Parcel Tax for Streets and Parks, and Submittal of Arguments and Rebuttals

Exhibit E - Resolution Requesting the Board of Supervisors of the County of San Diego to Consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide Gubernatorial General Election on that date pursuant to Elections Code Section 10403.

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following ballot title and summary of the chief purposes and points of the proposed initiative measure:

**Title
NATIONAL CITY SPECIAL PARCEL TAX FOR STREETS AND PARKS**

Summary

The City of National City pays for general City services and programs associated with streets and parks. This initiative measure would supplement the City's existing expenditures by imposing a parcel tax on property owners within the City. The parcel tax would be collected twice a year with other property taxes. If approved, the first tax would be imposed in 2023 and would continue until repealed by the voters. The tax collected by the City would be placed in a special fund to be used exclusively for street and park purposes.

The rate of taxation is based on the character of the property:

- Single-family residential parcels - \$75.00;
- Multi-family residential parcels- \$99.00-\$500.00;
- Mobile home parcels - \$52.00;
- Commercial parcels - \$365.00;
- Industrial parcels- \$365.00;
- Agricultural parcels - \$52.00;
- Unimproved residential or commercial parcels - \$1,000.00; or
- Miscellaneous parcels - \$150.00.

Upon the submission of the required documentation, the following types of properties are exempt from the parcel tax:

- Private parochial and special schools;
- Qualifying senior citizens;
- Affordable housing projects;
- Religious institutions;
- Governmental institutions;
- Common areas, as defined;
- Non-profit organizations;
- Any other organization or parcel that is exempt from taxation by law.

If passed, the City would be limited to spending the parcel tax funds in the following manner:

- At least 50% of the funds would be used on street and sidewalk repairs, street lighting and pedestrian safety improvements, and alleyway improvements;
- At least 20% of the funds would have to be used on improvement, maintenance, and programming at existing parks, playgrounds, open space, and tot lots;
- At least 15% of the funds would have to be used on construction, development, and programming of new parks, playgrounds, open space, and tot lots; and
- No more than 15% of the funds may be used to reimburse the City for collecting the parcel tax and enforcing and administering the initiative measure.

The initiative measure proposes the creation of a five-member advisory Citizen Oversight Committee ("Committee") to ensure funds are spent consistent with the initiative measure. Committee members would be appointed by the City Council and would consist of residents subject to the parcel tax. The Committee may not include City employees or elected or appointed officials. The Committee would report annually to the City Council on how the parcel tax funds were spent.

The City Treasurer would prepare an annual report detailing the funds collected and expended and the status of projects or programs funded by the parcel tax. The annual report would be filed with the City Council, posted on the City's website, and provided to the Committee. The City Treasurer would also perform an annual independent audit of the special parcel tax fund.

If you sign this petition, you will help place this initiative measure on the ballot.

If you do not sign this petition, you will not help place this initiative measure on the ballot.

Dated: February 14, 2022

/s/
Charles E Bell, Jr.
City Attorney

To the City Council of the City of National City:

We, the undersigned, registered, qualified voters and residents of the City of National City, California, hereby propose amendments to the National City Municipal Code, and petition the City Council to submit the same to the voters of the City of National City for their adoption or rejection at the next general election or as otherwise provided by law. The proposed amendments are set forth below and on the subsequent pages and read as follows:

Sec. 1: TITLE.

National City Street Repair & Parks Improvement Measure

Sec. 2: FINDINGS.

The people of National City hereby find and declare the following:

- (1) National City residents deserve the same safe, clean, well-maintained streets, sidewalks and parks that other communities in San Diego County have had for years,
- (2) National City's budget for street repairs and parks maintenance has lagged behind, resulting in poor road conditions and delay of critical infrastructure improvements
- (3) There is a great need for infrastructure upgrades throughout National City, including streets, sidewalks, neighborhood lighting and aging parks and recreational facilities
- (4) Approximately 20% of alleys in National City remain unpaved, reducing property values and leading to persistent problems like flooding and illegal dumping

- (5) Pothole-riddled streets force residents to pay increased costs for car repairs and gas, and are a source of constant frustration,
- (6) Every family in every neighborhood needs clean and safe parks for recreation, fitness and a great quality of life,
- (7) Reliable street lighting is essential to ensuring safe neighborhoods, reducing car accidents and keeping our communities livable and welcoming,
- (8) To make National City better and safer for all our residents, we need to invest in infrastructure repairs, filling potholes, and improving our city's parks, especially in neighborhoods without convenient access to open space,
- (9) The time is now to upgrade existing parks, add modern new playgrounds for kids, expand park services for sports, fitness and health and add new parks every city resident can enjoy
- (10) This measure is focused on urgent improvements to city streets, infrastructure and parks that will make life better for all our residents now and for years to come,
- (11) This measure's funding includes ironclad guarantees that the

funds will go directly to fixing National City streets and sidewalks, and upgrading National City's parks - nothing else. The funds go directly into a lockbox account and the politicians can't misuse the money for any other purpose,

(12) Independent audits will ensure funds are spent responsibly and a citizens' taxpayer oversight committee will blow the whistle on political corruption and waste.

Sec. 3: PURPOSE.

A. Uses of Funds Collected by this Measure. The purpose of this chapter is to raise critically needed funds by assessing an annual parcel tax on property owners, and to use the proceeds of the tax solely to provide funding for the upgrading, renovating, repairing, updating and/or constructing of the following parks and recreation projects and programs, including to:

- (1) Fill potholes, repair sidewalks, repave streets, improve pedestrian safety and upgrade street lighting in every neighborhood in National City;
- (2) Repair unimproved dirt alleys that continue to blight neighborhoods across National City;
- (3) Improve city parks with new and upgraded playgrounds, welcoming and light-to-tan landscaping, clean and sanitary facilities and additional recreation services and amenities for all residents, especially seniors and children;
- (4) Add new city parks in neighborhoods that do not have adequate access to open space, playgrounds and recreational facilities;
- (5) Assess National city property owners, subject to an approval by a majority vote of the National City voters, an annual parcel tax to provide funding for the above purposes;
- (6) Keep the ordinance in place until National City voters choose to end it; and
- (7) Protect taxpayers with strong accountability provisions, including independent audits and citizens' oversight, to ensure funds are spent wisely as intended.

A. Proportions of funds between purposes. As is detailed in Section 7 below, the City shall have the right to be reimbursed for its costs of collecting the taxes called for by this measure, enforcing this measure, and administering this measure. It is the people of National City's intent that after the subtraction of city costs, the remaining funds be spent in such a manner that in any 60-month period:

- (1) Spending on street and sidewalk repairs, street lighting and pedestrian safety improvements, and alleyway improvement shall be no less than 50% of the funds raised by this measure;
- (2) Spending on improvement, maintenance and programming at existing parks, playgrounds, open space and tot lots shall be no less than 20% of the funds raised by this measure; and
- (3) Spending on construction, development and programming of new parks, playgrounds, open space and tot lots shall be no less 15% of the funds raised by this measure; and
- (4) After ten years from the effective date of this initiative, and every ten year period thereafter, the City with the consultation and advice of the Citizen Oversight Committee may reallocate percentages between the categories described in subsections (B)(2)-(3) to better meet the changing needs of National City and its residents.

A. Funds are to be Supplemental and NOT a replacement of existing funding. It is the people of National City's intent that the funds provided by this measure supplement, and not supplant, existing city funding for street and infrastructure repairs and parks maintenance, improvement, and expansion. The people find and declare that streets and parks in National City require additional resources than are currently being provided by the City.

Sec. 4: IMPOSITION OF PARCEL TAX.

There is hereby imposed a tax on all Owners of parcels in National City for the privilege of using municipal services and the availability of such services. The tax imposed by this chapter shall be assessed on the Owner unless the Owner is by law exempt from taxation, in which case, the tax imposed shall be assessed on the holder of any Possessory Interest in such parcel, unless such holder is also by law exempt from taxation. The tax is imposed as of July 1 of each year on the person who owned the parcel or possessory interest on that date, except as otherwise provided for herein.

A. Base Amount of Tax. The tax hereby imposed shall be set as follows, subject to exemption as provided in Section 5, below:

- (1) For owners of Single-Family Residential Parcels, the tax shall be at the annual rate of \$75.00 per parcel.

(2) For owners of Multiple Residential Unit Parcels that contain two to four Residential Units, the tax shall be at the annual rate of \$150.00 per parcel.

(3) For owners of Multiple Residential Unit Parcels that contain five to fifteen Residential Units, the tax shall be at the annual rate of \$425.00 per parcel.

(4) For owners of Multiple Residential Unit Parcels that contain sixteen or more Residential Units, the tax shall be at the annual rate of \$500.00 per parcel.

(5) For owners of Unimproved Residential Parcels, the tax shall be at the annual rate of \$1,000.00 per parcel.

(6) For owners of Mobile Home Unit Parcels, the tax shall be at \$52.00 per parcel.

(7) For owners of Condominium Unit Parcels, the tax shall be at \$99.00 per parcel.

(8) For owners of Commercial Parcels, the tax shall be at the annual rate of \$365.00 per parcel.

(9) For owners of Unimproved Commercial Parcels, the tax shall be at the annual rate of \$1,000.00 per parcel.

(10) For owners of Industrial Parcels, the tax shall be at the annual rate of \$365.00 per parcel.

(11) For owners of Agricultural Parcels, the tax shall be at the annual rate of \$52.00 per parcel.

(12) Miscellaneous Parcels, the tax shall be at the annual rate of \$150.00 per parcel.

Sec. 5: EXEMPTIONS.

A. Private, Parochial, and/or Special Schools. Private Schools, Parochial Schools and Special Schools are exempt from the taxes imposed by this chapter if their Owners complete and submit to the City on a timely basis a Private, Parochial, and/or Special School Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City.

B. Senior Citizens. Senior Citizens are exempt from the taxes imposed by this chapter if they own and occupy a single-family residence, or condominium unit and complete and submit to the City on a timely basis a Senior Citizen Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City.

C. Affordable Housing Projects. Affordable Housing Projects are exempt from 50 percent (50%) of the taxes otherwise imposed by this chapter if their Owners complete and submit to the City on a timely basis an Affordable Housing Project Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City. The exemption shall apply in the same proportion that the Affordable Housing Project is exempted from ad valorem property taxes.

D. Religious Institution Parcels. Religious Institution Parcels are exempt from the taxes imposed by this chapter if their Owners complete and submit to the City on a timely basis a Religious Institution Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City.

E. Governmental Parcels. Governmental Parcels are exempt from the taxes imposed by this chapter if their Owners complete and submit to the City on a timely basis a Governmental Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City.

F. Common Areas. Common Areas are exempt from the taxes imposed by this chapter if their Owners complete and submit to the City on a timely basis a Common Area Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City.

G. Non-profit service organizations which provide services to additionally underserved community members are exempt from the taxes imposed by this chapter if they complete and submit to the City on a timely basis a Parcel Tax Exemption Claim form, with the required documentation, which form will be developed and provided by the City.

Sec. 6: ACCOUNTABILITY MEASURES.

A. CITIZEN OVERSIGHT COMMITTEE.

An advisory citizen oversight committee of five (5) members shall be appointed by the City Council.

The Oversight Committee will review the expenditures funded by the tax in order to ensure that the funds are spent exclusively for the purposes approved by the voters. The Committee will be comprised of National City residents who are payers of this tax and who are not employees or elected officials of the City or members of any other City Committee or Board.

The Oversight Committee will report annually to the City Council on how the parcel tax funds have been spent. The Oversight Committee's meetings and records shall be open to the public in accordance with the Ralph M. Brown Act, California Government Code section 54950 and following, and the California Public Records Act, California Government Code section 6250 and following.

The City Manager shall provide administrative support to the Oversight Committee and shall provide quarterly status reports to the Committee on the projects funded by the proceeds of the parcel tax. Proceeds from the parcel tax may be used to pay for costs incurred in providing support to the Oversight Committee.

B. INDEPENDENT ANNUAL REVIEW.

The City Treasurer shall prepare an annual report no later than January 1 of each year, setting forth the amount of funds collected and expended, and the status of any project or program required or authorized to be funded by the proceeds of this parcel tax. The annual report shall be filed with the City Council, posted on the City's website, and provided to the Oversight Committee. Proceeds from the parcel tax may be used to pay for this annual report.

C. ANNUAL AUDIT.

The City Treasurer shall cause an independent audit to be performed annually of the expenditures of the proceeds of the tax imposed by this chapter.

D. SPECIAL ACCOUNT.

The City shall deposit funds collected from the taxes imposed by this chapter into a special account and shall appropriate and expend such funds only for the specific purposes authorized by this chapter.

Sec. 7: DUTIES OF CITY

A. It shall be the duty of the City to oversee the collection and receipt of all taxes imposed by this chapter. The City is charged with the administration and enforcement of this chapter, and shall create forms and other materials as required to administer this chapter and may adopt rules and regulations relating to such administration and enforcement. Proceeds from the parcel tax may be used to pay for the City's costs of collection, receipt, administration and enforcement of taxes imposed by this chapter, as well as the City's costs of administration and execution of the chapter's purposes, including but not limited to the administration of specific construction and maintenance projects taken up under this chapter.

B. The City shall ensure that taxes collected under this chapter are promptly deposited in this chapter.

C. The City may authorize San Diego County to collect the taxes imposed by this chapter in conjunction with and at the same time and in the same manner as the county collects property taxes for the City. If the City elects to authorize San Diego County to collect the tax, penalties and interest shall be those applicable to the nonpayment of property taxes. Proceeds from the parcel tax may be used to pay for any charges assessed by San Diego County for collection of the taxes imposed by this chapter.

D. The City, or its designee, is hereby authorized to examine assessment rolls, property tax records, and records of San Diego County and of National City deemed necessary in order to determine ownership of parcels and computation of the taxes imposed by this chapter.

E. The City, or its designee, is hereby authorized to examine the books, papers and records of any person subject to the tax imposed by this chapter for the purpose of verifying the accuracy of any petition, claim or return filed and to ascertain the tax due. The City, or its designee, is hereby authorized to examine any person, whether as parties or witnesses, under oath, for the purpose of verifying the accuracy of any petition, claim or return filed or to ascertain the tax due under this chapter, whenever it believes such persons have knowledge of such matters, and for this purpose may compel the production of books, papers, and records. The refusal of such examination by any person subject to the tax shall be deemed a violation of this chapter and of this code and subject to any and all remedies specified herein.

Sec. 8: COLLECTION OF TAX.

A. The tax levied and imposed by this chapter shall be due and payable in the calendar year which follows the year for which the tax is imposed. As such the first payment of this tax will begin in the fiscal year following the certification of the ordinance as called for by section 9217 of the California Code of Elections. Each year's payment may be paid in two installments due at the same time the County of San Diego collects installments of tax payers per valorem property taxes.

B. The tax shall be delinquent if the City does not receive it on or before the delinquency date set forth in the notice mailed to the Owner's address as shown on the most current assessment roll of the San Diego County Auditor-Controller-Treasurer-Tax Collector, and the tax shall be collected in such a manner as the City may decide. The City may place delinquencies on a subsequent tax bill.

C. Penalties invoked for failure to pay this tax shall be consistent, both in amount and means of collection, with penalties enforced for all similar taxes as determined by the City.

D. The amount of any tax, penalty, and interest imposed under the provisions of this chapter shall be deemed a debt to the City. Any person owing money under this chapter shall be liable to the City in an action brought in the name of the City for the recovery for such amount.

E. Whenever the amount of any tax, penalty, or interest imposed by this chapter has been paid more than once, or has been erroneously or illegally collected or received by the City, it may be refunded provided a verified claim in writing, stating the specific ground upon which such claim is founded, is filed with the City within one year of the

date of payment.

The claim shall be filed by the Person who paid the tax or such person's guardian, conservator or the executor of her or his estate. No claim may be filed on behalf of other taxpayers or a class of taxpayers. Such claims shall be on forms and in the manner and time set forth in procedures established by the City, and shall be reviewed by the City Manager.

If the claim is approved by the City Manager, the excess amount collected or paid may be refunded or may be credited against any amounts then due and payable from the Person from whom it was collected or by whom paid, and the balance may be refunded to such Person, his/her administrators or executors. Filing a claim shall be a condition precedent to legal action against the City for a refund of the tax.

Sec. 9: EFFECTIVE DATE.

In accordance with California Elections Code section 9217, after completion of the canvass by the City Clerk and certification of the election results to the City Council showing that a majority of National City voters voted in favor of this chapter, this chapter shall be considered as adopted upon the City Council's declaration of the election results, and shall go into effect 10 days later.

Sec. 10: ROLE OF CITY COUNCIL.

A. The City Council is hereby authorized to promulgate such regulations as it shall deem necessary in order to implement the provisions of this chapter, as long as they are consistent with the chapter's purpose.

B. The tax rates may not be increased by action of the City Council without voter approval, but the City Council may make any other changes to this chapter as are consistent with its purpose as defined in section 3.

Sec. 11: SAVINGS CLAUSE.

If any provision, sentence, clause, section or part of this chapter is found to be unconstitutional, illegal or invalid by a court of competent jurisdiction, such unconstitutionality, illegality, or invalidity shall affect only such provision, sentence, clause, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this chapter. It is hereby declared that the voters would have adopted this chapter had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein.

If a tax imposed by this chapter is found to be unconstitutional, illegal or invalid by a court of competent jurisdiction, the amounts, services, programs and personnel required to be funded from such tax shall be reduced proportionately by any revenues lost due to such unconstitutionality, illegality or invalidity.

Sec. 12: LIBERAL CONSTRUCTION.

The provisions of this chapter shall be liberally construed to effectuate its purposes.

Sec. 13: CONFLICTING BALLOT MEASURES.

In the event that this chapter and another measure or measures relating to the same subject matter appear on the same City-wide ballot, the provisions of the other measure or measures shall be deemed in conflict with this chapter. In the event that this chapter receives a greater number of affirmative votes than the other measure or measures, the provisions of this chapter shall prevail over conflicting provisions in any other measure, and the conflicting provisions of the other measure or measures shall be null and void.

Sec. 14: DEFINITIONS.

"Affordable Housing Project" shall mean a project for very low, low, or moderate income housing in accordance with California Health and Safety Code section 33334.2 that is owned and operated by a nonprofit organization recognized as such by the United States Internal Revenue Service and the State of California Franchise Tax Board, or otherwise exempt from taxation pursuant to California Revenue and Taxation Code section 214, and which is subject to resale restrictions and a rental regulatory agreement approved by the City.

"Agricultural Parcel" shall mean a parcel that is used primarily for agricultural purposes.

"Commercial Parcel" shall mean a parcel that is used for commercial, as opposed to residential or other purposes.

"Unimproved Commercial Parcel" shall mean a parcel that is intended to be used for commercial, as opposed to residential or other purposes, but which is not improved. For purposes of this definition, improved means lawfully occupied or built upon for the purpose of enhancing value.

"Common Area" shall mean an area of land that is available for use by a group of people and their guests, such as tenants in an apartment complex, owners in a condominium complex, or owners in a gated community. Examples of common areas include lobbies, corridors, stairways, elevators, parking lots, driveways, laundry rooms, swimming pools, and tennis courts.

"Family" shall mean one or more persons related by blood, marriage, domestic partnership, or adoption, and all unrelated persons who are living together in a single residential unit and maintaining a common household.

"Governmental Parcel" shall mean a parcel that is owned by the Federal, State, Local, or other government entity.

"Industrial Parcel" shall mean a parcel that is used for industrial, as opposed to residential or other purposes.

"Mobile Home Parcel" shall mean a parcel which is intended for use for a mobile home or mobile homes as defined by section 798.3 of the California Civil Code.

"Miscellaneous Parcel" shall mean a parcel that is not otherwise defined herein.

"Multiple Residential Unit Parcel" shall mean a parcel zoned for a Building, or those portions thereof, which accommodates or is intended to contain two or more residential units.

"Non-Residential" shall mean all parcels that are not classified by this chapter as Residential Parcels and shall include, but not be limited to, parcels for industrial, commercial and institutional improvements, whether or not currently developed.

"Owner" shall mean the person having title to real estate as shown on the most current official assessment role of the San Diego County Auditor-Controller-Treasurer-Tax Collector.

"Parcel" shall mean a unit of real estate in National City as shown on the most current official assessment role of the San Diego County Auditor-Controller-Treasurer-Tax Collector.

"Parochial School" shall mean a school that is not a public school and that is owned by one or more religious institutions.

"Person" shall mean an individual, firm, partnership, joint venture, association, social

club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

"Possessory Interest" shall mean possession of, claim to, or right to the possession of, land or improvements and shall include any exclusive right to the use of such land or improvements.

"Private School" shall mean a school that is neither a parochial school, a public school nor a special school and that is owned by one or more private owners.

"Religious Institution Parcel" shall mean a parcel owned by a religious institution such as a church, synagogue, temple or mosque.

"Residential Unit" shall mean a Building or portion of a Building designed for or occupied exclusively by one Family.

"Unimproved Residential Parcel" shall mean a parcel that is intended to be used for residential as opposed to commercial or other purposes, but which is not improved. For purposes of this definition, improved means lawfully occupied or built upon for the purpose of enhancing value.

"Senior Citizen" shall mean an individual person aged 65 or older as of January 1st of the year to which the senior citizen exemption is to apply to.

"Single Family Residential Parcel" shall mean a parcel zoned for single family residences, whether or not developed.

"Special School" shall mean a school that is neither a public school nor a private school and that primarily serves special needs students.

Notice of Intention to Circulate Petition

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of National City for the purpose of increasing funding for street repair, infrastructure upgrades and parks improvements for the hardworking people of our city. A statement of reasons for the proposed action as contemplated in the petition is as follows:

National City residents deserve the same safe, clean, well maintained streets, sidewalks and parks that other communities in San Diego County have had for years.

This measure will fill potholes, repair broken sidewalks, pave blighted dirt alleys and improve street lighting to make every community in National city safer and better.

This measure will improve neglected city parks and add new parks for communities without equal access to open space so all our families can enjoy the outdoors and stay healthy.

The time is now - join us to make National City better, healthier and safer for all our families.

By Proponents:

/s/ Barbara Avalos
Barbara Avalos

**N Ave 28 (street number omitted for privacy reasons)
National City, CA 91950**

/s/ Jose Rodriguez
Jose Rodriguez

**Delta St (street number omitted for privacy reasons)
National City, CA 91950**

/s/ Ken Seaton-Msemaji
Ken Seaton-Msemaji

**E 19th St (street number omitted for privacy reasons)
National City, CA 91950**

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following ballot title and summary of the chief purposes and points of the proposed initiative measure:

**Title
NATIONAL CITY SPECIAL PARCEL TAX FOR STREETS AND PARKS**

Summary

The City of National City pays for general City services and programs associated with streets and parks. This initiative measure would supplement the City's existing expenditures by imposing a parcel tax on property owners within the City. The parcel tax would be collected twice a year with other property taxes. If approved, the first tax would be imposed in 2023 and would continue until repealed by the voters. The tax collected by the City would be placed in a special fund to be used exclusively for street and park purposes.

The rate of taxation is based on the character of the property:

- Single-family residential parcels - \$75.00;
- Multi-family residential parcels- \$99.00-\$500.00;
- Mobile home parcels - \$52.00;
- Commercial parcels - \$365.00;
- Industrial parcels- \$365.00;
- Agricultural parcels - \$52.00;
- Unimproved residential or commercial parcels - \$1,000.00; or
- Miscellaneous parcels - \$150.00.

Upon the submission of the required documentation, the following types of properties are exempt from the parcel tax:

- Private parochial and special schools;
- Qualifying senior citizens;
- Affordable housing projects;
- Religious institutions;
- Governmental institutions;
- Common areas, as defined;
- Non-profit organizations; and
- Any other organization or parcel that is exempt from taxation by law.

If passed, the City would be limited to spending the parcel tax funds in the following manner:

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The City Treasurer would prepare an annual report detailing the funds collected and expended and the status of projects or programs funded by the parcel tax. The annual report would be filed with the City Council, posted on the City's website, and provided to the Committee. The City Treasurer would also perform an annual independent audit of the special parcel tax fund.

If you sign this petition, you will help place this initiative measure on the ballot.

If you do not sign this petition, you will not help place this initiative measure on the ballot.

Dated: February 14, 2022

/s/
Charles E Bell, Jr.
City Attorney

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All signers of this petition must be registered to vote in the City of National City, California.		<small>This column is optional use only</small>
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INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following ballot title and summary of the chief purposes and points of the proposed initiative measure:

**Title
NATIONAL CITY SPECIAL PARCEL TAX FOR STREETS AND PARKS**

Summary

The City of National City pays for general City services and programs associated with streets and parks. This initiative measure would supplement the City's existing expenditures by imposing a parcel tax on property owners within the City. The parcel tax would be collected twice a year with other property taxes. If approved, the first tax would be imposed in 2023 and would continue until repealed by the voters. The tax collected by the City would be placed in a special fund to be used exclusively for street and park purposes.

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Upon the submission of the required documentation, the following types of properties are exempt from the parcel tax:

- Private, parochial, or special schools;
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/s/
Charles E Bell, Jr.
City Attorney

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13.	Print Your Name: _____	Residence Address ONLY: _____	
	Sign As Registered To Vote: _____	City: _____	Zip: _____

DECLARATION OF CIRCULATOR (To be completed in circulator's own hand after the above signatures have been obtained.)

I, _____, am 18 years of age or older.
(print name)

My residence address is _____, I circulated this section of the petition
(address, city, state, zip)

and witnessed each of the appended signatures being written. Each signature on this petition is, to the best of my information and belief, the genuine signature of the person whose name it purports to be. I showed each signer a valid and unfalsified "Official Top Funders" sheet. All signatures on this document were obtained between the dates of _____ and _____. I certify under penalty of perjury under the laws of the State of California that the foregoing is true
(month, day, year) (month, day, year)

and correct. Executed on _____, at _____, CA. Signature of Circulator _____
(month, day, year) (place of signing) (complete signature indicating full name of circulator)



INITIATIVE MEASURE TITLE AND SUMMARY

**PREPARED BY CITY ATTORNEY
UNDER ELECTIONS CODE § 9203**

TITLE

National City Special Parcel Tax for Streets and Parks

SUMMARY

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Charles E. Bell, Jr., City Attorney

2-14-2022

Date

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE CERTIFICATION OF THE SAN DIEGO COUNTY REGISTRAR OF VOTERS AS TO THE SUFFICIENCY OF THE INITIATIVE PETITION ENTITLED “NATIONAL CITY SPECIAL PARCEL TAX FOR STREETS AND PARKS”

WHEREAS, on Tuesday, February 1, 2022, proponents of an initiative measure entitled “National City Special Parcel Tax for Streets and Parks” (“Initiative”) submitted a Notice of Intention and written text of the measure and requested that a title and summary be prepared by the City Attorney for the measure in order to circulate the petition; and

WHEREAS, on Monday, February 14, 2022, the City Attorney prepared and provided an official ballot title and summary for the proposed Initiative for use by the proponents for publication and circulation of the petition; and

WHEREAS, on Monday, February 14, 2022, the City of National City Deputy City Clerk contacted the San Diego County Registrar-Recorder’s Office to determine the number of registered voters in the City of National City, as of its last report to the Secretary of State pursuant to Elections Code Section 2187, effective January 2022, and the Clerk determined that the number of registered voters in the City was 27,785; and

WHEREAS, the initiative petition would require at least 2,779 (10%) valid signatures to be sufficient to qualify for a regular or special election; and

WHEREAS, the petitions regarding the initiative were filed with the City Clerk on Tuesday, June 7, 2022, and were then submitted to the San Diego County Registrar-Recorder on Tuesday, June 7, 2022, for signature verification; and

WHEREAS, the results of the signature verification conducted by the San Diego County Registrar-Recorder established that 3,353 of the 3,421 signatures on the petition were examined of which 2,779 were found to be sufficient; and

WHEREAS, the number of signatures qualified, 2,779, is in excess of the minimum number of signatures required for a regular or special election pursuant to Election Code Section 9215 and 1405; and

WHEREAS, the San Diego County Registrar-Recorder has prepared the Certificate of Sufficiency of the Initiative Petition attached as Exhibit “A”; and

WHEREAS, Elections Code Sections 9114, and 9215 requires that the voter initiative petitions be submitted to the City Council at the next regular City Council meeting following the certification;

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

Section 1. That the City Council of the City of National City hereby accepts the Certificate of Sufficiency regarding the initiative petition.

PASSED, and ADOPTED this 2nd day of August, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney



County of San Diego

REGISTRAR OF VOTERS

County Operations Center Campus

5600 Overland Avenue, Suite 100, San Diego, California 92123-1278

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TTY / TDD: (800) 735-2929

Facsimile: (858) 505-7294 Web Address: www.sdvote.com

CYNTHIA L. PAES
Registrar of Voters

ANDREW MCDONALD
Assistant Registrar of Voters

July 21, 2022

Luz Molina, City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950


Re: National City Special Parcel Tax for Streets and Parks

The "National City Special Parcel Tax for Streets and Parks" petition was filed with the Registrar of Voters on June 7, 2022. As directed by your office, the Registrar of Voters conducted a verification of up to the required number of valid signatures from the petition. A total of 3,353 signatures were verified out of 3,421 submitted. **A total of 2,779 signatures have been verified to be valid.** Results of the verification process are as follows:


CERTIFICATION OF RESULTS:

- Number of sections submitted.....402
- Number of signatures submitted.....3,421
- Number of signatures verified.....3,353
- Number of signatures found to be valid.....2,779
- Number of signatures found not to be valid.....574
(Includes 41 duplicated signatures)
- Number of signatures required for qualification.....2,779

If you have questions, please contact me at (858) 505-7201 or Javier De Anda at (858) 505-7302.



 Registrar of Voters



"For" Cynthia Paes

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
CALLING AND GIVING NOTICE OF HOLDING OF A GENERAL MUNICIPAL ELECTION ON
TUESDAY, NOVEMBER 8, 2022, FOR THE SUBMISSION TO THE VOTERS THE QUESTION
OF THE SPECIAL PARCEL TAX FOR STREETS AND PARKS, AND SUBMITTAL OF
ARGUMENTS AND REBUTTALS**

WHEREAS, under the provisions of the law relating to cities in the State of California, a citizen initiative petition was filed proposing a Special Parcel Tax for Streets and Parks for the use in the City of National City; and

WHEREAS, the petition was signed by more than ten percent (10%) of the registered voters of the City of National City; and

WHEREAS, the Deputy City Clerk as the Election Official has accepted the initiative petition, and submitted to the San Diego County Registrar of Voters those signatures for verification and sufficiency; and

WHEREAS, pursuant to the requirements and laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of National City, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of submitting the question of the Special Parcel Tax.

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

SECTION 1. That on the ballot to be used at the election, in addition to other matters required by law, there shall be printed substantially the following:

SHALL THE CITY OF NATIONAL CITY ADD A SPECIAL PARCEL TAX FOR STREETS AND PARKS?	YES
	NO

SECTION 2. That the ballots to be used at the election shall be in the form and content as required by law.

SECTION 3. Pursuant to Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the ordinance as set forth herein to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit such impartial analysis to the City Clerk within ten days (10) following the adoption of this Resolution.

SECTION 4. Pursuant to Elections Code Sections 9282(b) and 9285(b), the City Council authorizes arguments in favor of or in opposition of the measure and any related rebuttals.

SECTION 5. That the Deputy City Clerk is authorized, instructed and directed through the San Diego County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 6. That the City of National City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

SECTION 7. That the polls shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, except as provided in Elections Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 8. The Registrar of Voters may, subject to the requirements of this section and subject to such terms and conditions as the Registrar of Voters may prescribe, render specified services relating to the conduct of an election to any city or district the governing body of which has by resolution requested the Board of Supervisors for the County of San Diego to permit the Registrar of Voters of the County of San Diego to render such services.

1. The governing body of the City or District shall file with the Registrar of Voters a certified copy of the resolution of its governing body requesting the Board of Supervisors permit the Registrar of Voters to render the specified services relating to the conduct of an election and agreeing that it will be bound by the requirements of this section and such terms and conditions as the Registrar of Voters may prescribe, and agreeing that it will reimburse the County in full for its costs and expenses in rendering such services.
2. The governing body of the City or District shall:
 - (a) In its resolution specify the services requested.
 - (b) Deposit at least 60 days in advance of the election the Registrar of Voter's estimate of the City or District's share of the elections costs.
 - (c) Reimburse the County in full for the services performed upon presentation of a final invoice to the City or District.
 - (d) Include in its resolution an agreement to indemnify and hold harmless the County, its officers, agents, and employees from expense of liability, including reasonable attorney's fees, as the result of an election contest arising after conduct of an election.
3. If the Registrar of Voters decides that the requested election services should not be rendered, the Registrar shall refer the matter to the Board of Supervisors for determination.

SECTION 9. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 10. That the notice of the time and place of holding the election is given to the Deputy City Clerk who is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 11. That the City Council of the City of National City, California, hereby approves the Calling and Giving Notice of the Holding of General Municipal Election on Tuesday, November 8, 2022, for the Submission to the Voters the Question of the Special Parcel Tax for Streets and Parks.

SECTION 12. That the City Clerk shall certify the passage and adoption of this resolution and enter into the book of original resolutions.

PASSED and ADOPTED this _____ day of _____, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, Interim City Attorney